

## **Student Housing License Agreement**

The following **Housing License Agreement** applies to students living on campus in all College owned or operated residence halls and student apartments at The State University of New York College of Agriculture and Technology, Cobleskill, New York – “SUNY Cobleskill”/ the “College”. This Housing License Agreement provides the terms and conditions for student housing at the College for the most current academic year. Terms and conditions are subject to change.

### **I. General Terms and Conditions**

- A.** This Housing License Agreement – “Agreement” creates a license allowing the SUNY Cobleskill Student – the “Student” to occupy College housing. It is not a lease. The relationship between the College and the Student is that of a licensor-licensee and not that of landlord-tenant. The written terms and conditions of the license supersede all previous licenses, as well as any oral statements or telephone conversations related to this license. Affirming the Housing License Agreement constitutes acceptance of all terms and conditions within. The Housing License Agreement is binding for the entire current Academic Year or the applicable upcoming Academic Year.
- B.** The licensee agrees to read and abide by all current College rules and regulations, policies and procedures, including but not limited to the College’s most current Student Conduct Codes. Additional policies, procedures and student expectations can be found within the College’s Website: [www.cobleskill.edu](http://www.cobleskill.edu).
- C.** College housing is to be used only as living quarters in accordance with applicable rules and regulations of the State of New York, the Dormitory Authority of the State of New York, the State University of New York and SUNY Cobleskill. Unauthorized guests are not permitted at any time.
- D.** As defined by the State University of New York, a “Residence Hall” is any facility used to house students overnight which is owned or operated by the College, campus-based organizations or affiliates, or those operated under contract to the campus for the purposes of housing students overnight.
- E.** Occupancy is for the entire academic year, or any remaining portion thereof. Residences must be vacated at the end of spring semester.
- F.** Room charges are billed on a semester basis. Residents who remain enrolled and vacate the halls prior to the expiration of the License Agreement without approval, remain liable for room and board charges.
- G.** All occupancy dates applicable to this Agreement are published online and can be found at <https://www.cobleskill.edu/campus-life/residential-life/calendar.aspx>. If the student affirms this Agreement on a date prior to the first fall arrival date published on this page, the License Agreement is binding for the full upcoming academic year. If the student affirms this License after the first arrival date published, the License is Agreement is binding for the remainder of the current academic year.

- H. All housing costs “room rates” applicable to this Agreement are published online and can be found at <https://www.cobleskill.edu/campus-life/residential-life/costs.aspx>.
- I. All residential students are required to purchase both room and board. Please see Cobleskill Auxiliary Service Inc.’s [CobyCard terms and conditions](#) for details on meal plan options and pricing.
- J. Room and board charges are payable in advance of each semester. A statement of charges is sent in July and December; payment should not be sent prior to charges appearing on the Licensee’s Student Account.
- K. Full payment or deferment for room and board must be received by the College deadlines. Residential students are responsible for the financial obligation of living on campus and any balance not covered by financial aid.
- L. The College may assign other occupants to any vacancies that may exist after all student requests have been satisfied.
- M. Student signatures and/or electronic positive affirmations agreeing to the terms and conditions within bind the student to this Agreement and afford the student an opportunity to occupy a space in a campus residence assigned by the College for the current academic term.
- N. Failure to occupy a space after affirming this Agreement does not relieve the student of the responsibility to fulfill the terms and conditions of residence hall occupancy. Likewise, a Student who occupies a space without signing or electronically affirming the Agreement is responsible, nevertheless, for all terms and conditions, and/or can be subject to the trespassing laws of New York State.

## II. Eligibility

- A. Students must be registered full time in a SUNY Cobleskill-affiliated educational program to be eligible for College housing. The Student agrees to enroll and remain enrolled at a full-time status each semester of residency. Full-time is defined as maintaining at least 12 credit hours per semester. Failure to do so may result in the termination or suspension of this License Agreement.
  - 1. It is at the discretion of the Director of Residential Life (or designee) to allow students who do not meet full-time enrollment status to remain in residence. The student’s conduct history may be used in this determination.
  - 2. The College reserves the right to remove students from College housing who are not actively attending classes or who are registered for less than 12 credit hours.
- B. Students must be registered for full-time status by the end of the add/drop period (please refer to the College’s current Academic Calendar for specific dates). Students who do not meet the required full-time enrollment status and who are removed or released from their license may receive a refund of housing charges for that semester (if eligible) made in accordance with the [housing refund schedule](#).
- C. Prior to arrival on campus, students must carry adequate health insurance, as required by The College, and must have satisfactorily submitted any necessary medical and immunization information to the College’s Wellness Center.
- D. To be considered for College housing, an applicant must be 17 years of age or older. Further, if the applicant is 17 at the time residency is taken, their 18<sup>th</sup> birthday must occur within the first semester of enrollment at the College to be eligible for College

housing. Exceptions for special circumstances will be considered by the Director of Residential Life and/or designee.

### **III. Residency Requirement**

- A.** All first-time, full-time undergraduate students at SUNY Cobleskill are required to live on campus for their first two academic years (four complete semesters) of enrollment. First-time students are those who are attending SUNY Cobleskill for the first time. College credits earned while in high school is not considered as college attendance, nor is enrollment in a college summer session.
- B.** Exemptions to the College's Residency Requirement will be extended to those who meet any or all of the following conditions:
  - 1. Students who are: married, parents, or 21 years of age or older on or before the first day of classes of the applicable term.
  - 2. Students who will be less than 18 years of age by the last day of classes of their first semester of enrollment.
  - 3. Students who wish to commute from their permanent home address when that address is A. located forty-five (45) miles or less from campus (106 Suffolk Cir, Cobleskill, NY 12043); AND B. also the permanent home address of a legal parent/guardian when the student is a "Dependent Student" as defined by the Free Application for Federal Student Aid (FAFSA).
  - 4. Students who have transferred to SUNY Cobleskill after attending any other postsecondary institution; transfer students remain obligated to reside on campus for one academic year (two complete semesters).
  - 5. Students who: withdraw or take a leave from the College; are academically ineligible to continue; are in officially recognized off-campus academic programs for that specific semester; and fall graduates.
  - 6. Students whose class schedule is entirely online and/or remote.
  - 7. Students who are veterans of any branch of the US Military.
- C.** Incoming or continuing students seeking exemption from the Residency Requirement for any other reason not listed above, including medical reasons and/or financial hardship, must submit a formal Request for Exemption from the SUNY Cobleskill Residency Requirement, including necessary documentation, to the Office of Residential Life for review by the Director of Residential Life and/or designees.
  - 1. Students are encouraged to first consult with College Financial Aid representatives to see how living off-campus could potentially impact any financial aid/scholarships that are awarded.
  - 2. Requests of Exemption should be received by April 1 for consideration applicable to the proceeding academic year and by December 1 for the proceeding spring term. Approved requests will be assessed a \$250 agreement termination charge. Students who relocate off campus for any reason are not guaranteed College housing in the future.
  - 3. Students who qualify or qualified for an exception to the Residency Requirement, as outlined herein, but who chose to apply for College housing and affirm this License Agreement will remain bound by the License Agreement for the full applicable academic year.

#### **IV. Minimum Living Standards**

The conditions under which students live in SUNY Cobleskill residence halls must be conducive to their health, safety and general habitation as well as the educational mission of the campus. Minimum guidelines are provided for the implementation of overarching standards that govern the operation of SUNY residence halls. The College, in accordance with Chapter 416 of the Laws of 1988 and SUNY Board of Trustees, has established minimum College residence living condition standards. These established standards include:

- A.** SUNY Cobleskill residences are constructed and maintained to conform with all applicable safety codes and health standards;
- B.** SUNY Cobleskill residences provide for a regular schedule of cleaning which is posted in each residence hall; repairs are made as promptly as possible depending upon availability of materials and personnel;
- C.** SUNY Cobleskill residences provide each student resident with adequate living space, furniture such as a bed, desk, dresser space, closet space, and appropriate heat, light, and hot water;
- D.** SUNY Cobleskill residences have established and maintain a procedure for routine and emergency repairs through the Residential Life staff in conjunction with the College's Facilities Management Department;
- E.** SUNY Cobleskill residences have a procedure for student residents in the event of the loss of services such as heat, light and hot water in residence halls for an extended period;

Furthermore, SUNY Cobleskill has established these guidelines regarding residential living as listed in this License Agreement to be reviewed and positively affirmed or signed by all students prior to checking into the residence halls at the beginning of the fall term, or upon first-time entry.

#### **V. Residents' Rights & Responsibilities**

Appropriate behavior in the residence halls and their environs is critical to the successful attainment of the campus's educational and developmental goals as well as its overall mission. SUNY Cobleskill students are encouraged to become active in their residence hall councils and campus committees, particularly those which develop policies impacting residential life, campus programming and codes of conduct.

The success of student growth and community development on campus depends on Students' respect and appreciation for the rights of themselves and others. The following list is provided to concisely state the basic rights and responsibilities of all residential students at SUNY Cobleskill:

- Students have the right to study and sleep without undue interference, noise or distractions.
- Students have the responsibility to respect others' personal property and privacy.
- Students have the right to expect reasonable cooperation in the sharing of room/apartment space and items.
- Students have the responsibility to keep their assigned rooms/apartments clean and sanitary.

- Students have the right to live in a clean and safe environment.
- Students have the responsibility to ask for and receive the consent of any roommates before hosting a guest.
- Students have the right to host guests as permitted by roommates and in accordance with College policies.
- Students have the responsibility to respect others' interests and values.
- Students have the right to be free from intimidation as well as physical and emotional harm.
- Students have the responsibility to help keep our community safe and to promptly notify Residential Life and/or University Police staff of any serious violations, safety hazards or security risks they may observe or otherwise have knowledge of.
- Students have the right to openly discuss any and all concerns or disagreements between roommates and neighbors and to involve Residential Life staff in such discussions.

Please note that Residential Life provides forms for residents to help residents formalize agreements between roommates and suitemates. These agreements help ensure that the basic needs and expectation of everyone living together have been discussed. RAs as well as professional staff are available to help residents facilitate an agreement.

## **VI. Occupancy Guidelines**

- A.** Student shall not assign or sublet this License to any part or all of the premises. Subletting includes short-term or temporary rental arrangements including, but not limited to, those offered through peer-to-peer accommodation services such as Airbnb. Assigning or subletting may result in discipline and/or License Agreement revocation without compensation or refund.
- B.** The College will not discriminate in room assignments or room changes on the basis of any individual's protected class, including but not limited to: race, color, religion, creed, national or ethnic origin, pregnancy, disability, sex, sexual orientation, gender identity or expression.
- C.** Continuing students may make room selections in the spring semester for the following academic year. Continuance in residence is determined by a room selection process system and available space.
- D.** New students are assigned to a space according to the date all requested and relevant housing materials have been submitted.
- E.** Requests for reasonable housing accommodations to persons with disabilities are satisfied, when possible, but cannot be guaranteed.
- F.** The College reserves all rights concerning assignment and/or reassignment of all students. Requests for changes will be considered but not necessarily approved. Students must secure prior approval of their Residence Director and the Residential Life Office before moving to another space.
- G.** In the event of vacancies, the College will require the lone student in a double-occupancy room to either consolidate with another residential student in the same circumstance or to pay for single occupancy.

- H.** Students may not refuse another College-assigned student equal use of the room to which they have been assigned. Penalty incurred may be disciplinary action and/or assessment of full charges for that bed.
- I.** All double-occupancy rooms are subject to triple occupancy at the discretion of the College.
- J.** Living areas which become disruptive or are in violation of College policies will have residents reassigned at the discretion of the Residential Life Office.
- K.** All interior spaces are tobacco-free. The College reserves the right to reassign a resident who smokes within a tobacco-free living area.
- L.** Check-in dates and times will be published prior to each semester.
  - 1. Students who cannot arrive by that date and/or hour must notify the Residential Life Office of their anticipated date and time of arrival.
  - 2. Any Student who has not claimed their room assignment by the first day of classes of each semester, and has not previously notified the Residence Hall Director or the Residential Life Office, will be considered a "NO SHOW" and that room space may be reassigned.
- M.** For energy conservation and security reasons, the residence halls, with the exception of Alumni Commons, may close during College breaks and recesses. Applicable dates will be published each fall. During these periods, no students are permitted to remain in residence unless they are registered for break housing and granted permission by the Residential Life Office.
  - 1. Specific times and procedures that MUST be followed will be posted in advance. Interim accommodations are the responsibility of individual students.
  - 2. The College reserves the right to assess additional charges, beyond the semester room rate, to the accounts of students who occupy College residences during break periods.
- N.** All residence halls and student apartments close for the summer months at 4pm on Commencement Day. Students participating in Commencement may retain their rooms until 4pm on Commencement Day. All other students are required to check out and vacate their College residence within 24 hours of their last final examination or other academic requirement.
- O.** Termination of occupancy requires the Student to: remove all personal belongings from the room; have the room condition inspected by the Resident Assistant OR the Residence Hall Director using the previously-completed room condition record; and return all keys.
  - 1. Failure to return all keys at termination of occupancy will result in charges for lock changes and new keys. It is expected that all rooms will be left in a reasonable state of cleanliness, which includes sweeping out the room and picking up all loose articles.
  - 2. The College reserves the right to charge a cleaning fee for those rooms left in unacceptable condition.
  - 3. Any personal belongings left behind by a student following termination of occupancy may be disposed of by the College at its discretion without any responsibility to account for such property.

- P. Students not continuing their enrollment and/or residency in the spring must properly check out of assigned housing by removing all personal property, submitting room keys and leaving the room in the condition it was found at check in within 24 hours of their last fall examination or other academic requirement.
1. In cases where, on the last day of fall classes, the Student expected to return for the spring semester but it was later determined the Student will not be enrolled and/or residing on campus during the spring semester, the Student must make arrangements with the Office of Residential Life to properly check out prior to the start of the spring semester as determined by the College (usually no later than 10 days before the start date of classes in the spring).
  2. Those failing to follow this process are subject to any personal property being discarded and a room lock being changed (both actions will be the financial responsibility of the former resident).
  3. The Student may be assessed a weekly occupancy fee until such time as the proper check out steps have been completed, as the room may not be assigned to another individual until proper check out has been completed.

## VII. Room Charges and Financial Obligations

- A. Room charges are established by the College and are subject to change. Whenever possible, reasonable notice will be given of cost changes.
- B. An advance residence hall deposit of \$100 is required to reserve a space in College housing; this payment is part of the Student's initial \$150 pre-admissions deposit.
- C. All current Room Charges and related Housing Fees applicable to this Agreement are published online and can be found at <https://www.cobleskill.edu/campus-life/residential-life/costs.aspx>. These rates are subject to change.
- D. The rate for each semester will be based on the type of occupancy (i.e. Standard Single, Deluxe Single, Standard Double, Deluxe Double, Alumni Commons Suite Single) as of the first day of classes for that semester. After the first day of classes, if occupancy of a room changes, room rates will be adjusted accordingly at the time of the official census or documentation of the occupancy change.
- E. Board rates are determined by Cobleskill Auxiliary Services. These amounts will appear on the student's statement of charges.
- F. Mandatory fees are assessed from each student for residential technology as well educational and social programs costs. These fees are incorporated in the Student's statement of charges and can also be found on line at <https://www.cobleskill.edu/campus-life/residential-life/costs.aspx>. These fees are subject to change.
- G. The loss of residential room key(s) will necessitate the replacement of the key(s) and lock core at a charge of no less than \$100.00. Students who, through loss of keys or some other reason, are locked out of their rooms should request assistance from Residential Life staff to gain re-entry. Students may not share their keys for use by another person.
- H. Room availability and charges for any dates between the end of fall classes and the published spring check in date will be determined and communicated each academic year. Housing during breaks, including winter and summer recess, is provided on a space-available basis only.

- I. Requests to terminate this Agreement at any time before the conclusion of the applicable academic year must be stated in writing to the Director of Residential Life by December 1 for the proceeding spring and by April 1 for the proceeding fall. Approved requests will be assessed a \$250 Agreement termination charge.

## **VIII. Refunds**

- A. For those students withdrawing or taking a leave of absence from the College, refund of the \$100 deposit will be made if a written request to the Director of Residential Life is received by July 1 prior to the fall semester arrival or by November 1 prior to the spring semester arrival, or within 30 days of the date of the Student's acceptance, whichever is later.
- B. Students academically ineligible to return will receive an automatic refund of monies due to them.
- C. Students removed from College housing for disciplinary reasons will not receive a refund of housing charges for the semester in which they are removed.
- D. Other housing refunds requested after the Student's check in are based on the last date of occupancy and conditional to whether this Agreement has been permissibly terminated.
- E. After a student has been assigned a room, but prior to occupying that room, approved written requests for release from the AGREEMENT will result in forfeiture of the housing deposit, but other monies paid for housing will be returned.
- F. Board refund policy is established by Cobleskill Auxiliary Services (CAS). The ID/DINING CARD MUST BE SURRENDERED to the CAS Office or to a Residence Hall Director or to the CobyCard Office before refunds, if any, are processed. See the meal plan contract for terms and conditions/refund policy.

## **IX. Damage Assessments**

- A. Residential students will be held accountable for any costs of repairs or replacements to the physical structure, fixtures, equipment and furnishings of areas/rooms in State-operated residence halls which are reasonably determined to be caused by intentional, willful, malicious, negligent, or careless/unjustified damage or destruction to said facilities. The charge will include material, labor and administrative costs.
- B. When damages to common areas occur and it cannot be ascertained which student(s) are responsible for damage, assessments will be made against all corridor residents, all apartment residents, area residents, or all hall or complex residents, depending on the situation.
- C. All students will be assessed for damages as damages occur and at the end of each semester. Bills will be issued as damages occur and/or at the end of each semester.
- D. Students are responsible for the cleanliness of their rooms, common areas, and the outdoor areas adjacent to the residence halls. Areas requiring additional cleaning beyond the normal cleaning schedule will incur a damage assessment.
- E. The Office of Residential Life and the College commits to have adequate staff available for inspection of the Student's room prior to departure so that damages, if any, can be transparently identified in the presence of the Student.



- F. Students have the right to appeal damage assessments and will receive clear instructions regarding submitting appeals at the same time in which they are notified of pending damage charges; this notification generally occurs via campus email.
- G. The cost for administration of the assessment process, billing, and correspondence may be made and listed as “administration” on the damage billing documentation.
- H. All residential students may be assessed, as authorized by the State University of New York, a residence hall damage deposit.
- I. The residence hall damage deposit, when assessed, will be applied to any damage assessments billed at the end of occupancy for the academic year (whether during that academic year or after check out). Supplemental billing will occur if needed. Remaining damage deposit amounts will then be applied to any other outstanding college obligation. Once all college obligations are satisfied, remaining damage deposit amounts will be sent to the student at the permanent home address.

**X. Residential Community Standards and Regulations**

Students must adhere to all College regulations as outlined in the Student Handbook, and other official publications of the College, as well as this AGREEMENT.

**A. Prohibited Items and Actions**

Mindful that the Student Conduct Codes promote healthy and respectful behavioral choices, the following are expressly prohibited in and around College property:

1. Possession of, sale, distribution, use or involvement of any kind with non-prescribed narcotics and/or illicit/dangerous drugs, drug-related paraphernalia and/or devices, and/or alcoholic beverages (when under 21 years of age) and/or alcohol-related paraphernalia;
2. Collection or display of empty or refilled alcohol containers;
3. illegal disruptive, disorderly behavior;
4. Possession and/or use of weapons or firearms of any kind, including, but not limited to: bows, arrows, archery equipment, air guns, pellet guns, dart guns, paintball guns, chuka sticks, ammunition, CO2 cartridges, laser pointers, fireworks, firecrackers, explosives or dangerous chemicals of any kind;
5. Pets, except small fish (fish tanks are permitted, limited to 20 gallons or less and one per resident) and service animals (exceptions are also made for other assistance animals “emotional support animals” as an accommodation for a student’s disability when preapproved by the College in writing);
6. Waterbeds any other items imposing unreasonable structural stress;
7. Loud and disorderly conduct, as well as excessive noise, and loud stereos;
8. Propping residence hall doors open; tampering with student room doors; opening locked entrance/exit doors to permit entry into the residence hall;
9. Tampering with or damaging safety devices or systems in anyway;
10. The use of paint (including washable or temporary paint) and chalk products on walls and doors, unless approved in advance by the Director of Residential Life;
11. Items kept/stored in hallways.

## **B. Use & Care Responsibilities and Safety Regulations**

1. THE COLLEGE MAINTAINS NO INSURANCE FOR PROPERTY LOSS OR DAMAGE FOR ANY CAUSE; therefore, the student should carry personal property insurance, if desired. Student rooms should be kept locked at all times to ensure personal safety and to safeguard possessions.
2. The College furnishes student bedrooms with a bed, desk, chest of drawers, chair, and a closet or wardrobe. Living rooms in student apartments and suites are commonly furnished with sofas, chairs and multipurpose tables. Alumni Commons Suites/Townhomes have full kitchens with a refrigerator, stove, microwave oven and cabinetry. These furnishings are not to be removed from the room/common living spaces. Furnishings provided in the public areas of the residence are to remain in these locations. A fee for the removal, return, reassembling and/or replacement of furniture will be charged as determined by the College.
3. As desired, the student needs to furnish their own: study lamp (using Energy Star rated bulbs, please), rugs, pillow, blanket, bedspread, and other bed linen. Please use fire retardant items. All furniture which students request to bring into the residence hall must comply with safety standards as determined by the Director of Residential Life. Unapproved items will be prohibited.
4. In consideration of both safety and energy conservation, the student must limit electrical items brought to campus. The Director of Residential Life will employ a reasonable standard when limiting the amount of electrical draw from student items permitted in a College residence. Allowable items must operate properly and be UL (Underwriters Laboratories) listed and labeled. PROHIBITED ITEMS INCLUDE: ALL COOKING DEVICES (such as toaster ovens, hot plates, hot oil popcorn poppers, Foreman grills, hot pots and the like), SUN LAMPS, AIR CONDITIONERS, ELECTRIC BLANKETS, AND STAND-ALONE MICROWAVE OVENS. All of these items are strictly prohibited from being stored or used within any student bedroom on campus; however, small household appliances in good working order may be used within Alumni Commons kitchens. The College reserves the right to inspect electrical appliances for safety and energy considerations, and to ban certain appliances which do not conform to College standards as determined by the Director of Residential Life and/or the College's Environmental Health & Safety Officer. The College permits one 1.75 amp refrigerator OR one certified MicroFridge unit (a combination refrigerator, freezer, microwave) per student room in all residences with the exception of Alumni Commons where the College already provides a communal refrigerator and microwave in every unit. Personal refrigerators brought into the residence halls must be inspected by College personnel and approved before placing them in rooms.
5. Each student is responsible for maintaining the room in a clean and orderly condition. Permissible decorations vary in each hall; information will be provided upon check in or prior to special occasions. Charges will be assessed for any special cleaning necessitated by improper care. No flammable material may be hung from ceiling; wall posters or other flammable materials must be limited to no more than 10% of aggregate area of walls in any residence hall.

6. Storage space in each living area is limited. Unreasonably large, excess items (e.g.: bicycles) cannot be stored in the rooms. Fire codes prohibit storage of any items in the hallways. No motorized vehicles are to be parked or stored inside the residence halls, except motorized wheelchairs as authorized by the Director of Residential Life.
7. Fire, safety, and health codes prohibit cooking in all student bedrooms. Cooking and meal preparation is limited to the kitchens of Alumni Commons living units and communal kitchens found within most residence hall. Limited facilities are available in most recreation lounges for preparation of light snacks. The facilities are for the exclusive use of that hall's occupants only, except as authorized by residence hall professional staff.
8. **Precautions must be taken against fire:**
  - Smoking, use of tobacco products, e-cigarettes and other smokeless tobacco products is prohibited in all campus buildings and in College-owned vehicles;
  - Tobacco use is permitted only in designated outdoor areas and campus parking lots, all of which are at least 25 feet from campus buildings;
  - Smoking devices of any kind are prohibited in the residence halls; eCig and similar devices are permitted to be in one's possession but not used indoors;
  - A student found tampering with fire safety equipment of any kind, (including smoke alarm, fire alarm, emergency lighting, sensor equipment, and exit signs, for example) and/or pulling false alarms is subject to immediate suspension from the College and criminal prosecution;
  - ALARMS/DRILLS REQUIRE EVERYONE TO VACATE THE BUILDING;
  - Trash removal procedures are posted in each residence hall; adherence to these procedures and to recycling requirements is mandatory;
  - The possession of candles or incense and similar open-flame-producing items within any residence hall or student apartment on campus is a violation of the state fire code and is strictly prohibited;
  - The possession and/or use of halogen lamps, extension cords, neon signs or gas/electric heaters is also prohibited.
9. Students are not permitted on residence hall roofs or window ledges. Window screens are not to be removed at any time and nothing is to be thrown from windows. Any trash found around residence halls must be removed by the residents. Students found responsible for throwing trash out of residence hall windows will be subject to immediate residence hall relocation or residence hall dismissal.
10. Solicitation/sales by residents or others is prohibited on campus, unless approved by the Vice President for Student Development.
11. Students are expected to keep the residence halls clean and orderly at all times. Students who fail to comply are subject to relocation or termination of this License Agreement.
12. Furniture that students purchase or bring from home into the residence halls must conform to reasonable standards related to safety. Items compromising

student safety (including, but not limited to, unapproved sofas, futons, upholstered cushion furniture, and so on) will not be permitted in residence halls. Students may not construct or install items (for example, lofts or shelves) for use in residence hall room.

13. In residence halls where communal bathrooms are designated by single-gender signs, individuals of any gender may use the facility. New York's GENDA law prohibits discrimination based on gender expression and gender identity; as such, students and guests may use the facilities they are most comfortable with. All-gender, single-user restrooms and bathrooms are also available in many residence halls.
14. Guidelines for acceptable residence hall check out are distributed prior to the end of each semester and by request from Residence Hall Directors and the Residential Life Office. Student must comply with these guidelines.
15. Note that trash/recycling rooms may not be open during the end-of-year move-out period, when all trash must be removed from the building and placed in the designated receptacles.
16. Recording of images or audio in a place where a person would have a reasonable expectation of privacy is prohibited.
17. Approved knives or tools used for academic purposes are to be kept secure at all times. Pocket knives or similar instruments are likewise to be kept secure at all times. Those knives or weapons prohibited by law are prohibited.
18. Items may not be stored in or displayed in windows or visible through windows from outdoors.
19. Residents are responsible for the conduct of their visitors and guests.

### **C. Residential Guests & Visitor Privileges and Guidelines**

All visitors and guests on campus at any time must conform to all College and Residential Life regulations. Those who do not will be required to leave the campus. In the event of law violation or non-compliance with a request to leave, they shall be considered a trespasser and appropriate law enforcement authorities will be notified. Visitation and guest privileges begin the evening of the first day of classes.

1. A residence hall guest is any person who intends to sleep in a residence hall and is not a resident of the room where they wish to stay. Permission must be secured from each resident of the room (or suite or townhome) and the RD (or designee) before the guest may stay. All guests must be 17 years of age or older and register (sign in) with hall staff. GUESTS ARE PERMITTED AS FOLLOWS:
  - a. In any residence hall, up to two consecutive nights within a seven-night period (Sunday through Saturday).
  - b. In Alumni Commons, up to four consecutive overnights within a seven-night period (Sunday through Saturday).
2. A visitor is any person who is not a resident of the room being visited. Visitors who are NOT SUNY Cobleskill students must be at least 17 years of age and must vacate by midnight. Visitors who are SUNY Cobleskill students must vacate by 3 a.m.
3. Residence Directors have full authority to limit guests or visitors in a room, reject guests or visitors, or evict guests or visitors if, in their judgment, the

health or safety of a person is being jeopardized and/or reasonable standards of behavior are being violated.

4. Visitors must sign in at building's staff office beginning at 9 p.m. Those visiting before 9 p.m. must report to the office and sign in at that time.
5. Residents are responsible for complying with these procedures and for the actions of their visitors/guests. Residents are to accompany their visitors/guests at all times on campus. The maximum number of occupants, including visitors/guests in any one room, is limited to four (or two, in Alumni Commons bedrooms or other standard singles).
6. At no time is it acceptable that a student be deprived of sleep, privacy or study accommodations due to the presence of a visitor or guest. If a student has a problem with a visitor or guest, the student is encouraged to inform the Residence Hall Director at once. Visitors and guests must comply with posted bathroom use guidelines.
7. All non-SUNY Cobleskill students or other visitors must vacate all residence halls by midnight unless they are approved, registered guests according to this section. All SUNY Cobleskill students may visit until 3 a.m. provided that all roommates where visitation occurs have granted permission. Visitors may not sleep in residence hall rooms to which they have not been assigned except when they are approved, registered guests according to this section.
8. Permission for roommates to host visitors and/or guests is granted by roommates early in the semester, but may be revoked or modified at any time by notifying the Residence Hall Director.
9. Overnight guests are not permitted on opening weekend.

#### **D. Alcohol Policy**

The following guidelines for the responsible consumption of alcohol apply to students of SUNY Cobleskill [as cited directly from the Student Handbook]:

- a. Alcoholic beverages are not permitted in non-residential buildings including areas such as grounds, athletic fields, or facilities of the College or of the Cobleskill Auxiliary Services except by special authorization (approval) by the College President or designee.
- b. Alcohol may be possessed and responsibly consumed by students or guests over 21 years of age who reside in the residence halls.
- c. A student may not provide a minor with any form of alcohol, nor may they knowingly provide access to alcohol for an individual under the age of 21.
- d. Students less than 21 years of age may not use, possess, distribute, sell or be knowingly in the presence of alcohol beverage or paraphernalia (empty or full alcohol containers, funnels, boxes, etc.) on the College campus except as expressly permitted by law or University policy. The only exception is that underage students who reside in the residence halls with students of legal drinking age may be in the presence of alcohol in their assigned student residence hall room, provided these underage roommates do not distribute, sell, possess or consume alcohol. No alcoholic beverages shall be permitted in rooms of students where all residents are under the age of 21, even if a student 21 years of age or older is present.

- e. Students present in a residential room not assigned to them where any alcohol is being consumed by under 21-year-olds are in violation of the alcohol policy.
- f. Sealed containers of alcohol may be transported through residential hallways and stairwells, by those 21 and older, but may not be consumed in public areas of the residence hall.
- g. Games of chance, drinking games, contests, funnels and other activities that induce, encourage, or result in the rapid consumption of alcohol are prohibited (e.g. beer pong, flip cup, etc.).
- h. Empty or full kegs, beer balls, or any other large container of alcoholic beverage designed for consumption by a group of people are prohibited on campus operated property.
- i. Conduct related to the use of alcohol where the individual becomes a disruption to the community is prohibited.

**E. Quiet Hours**

- 1. Campuswide QUIET HOURS are: 8 p.m. to 8 a.m. on Sunday, Monday, Tuesday, Wednesday, Thursday, and from 11 p.m. to 8 a.m. on Friday and Saturday. During quiet hours, no noise should be heard beyond a student's closed room window or door.
- 2. At Final Examination times, 24-Hour Quiet Hours begin at least one week prior to Finals and extend through the entire period of Final Examinations.
- 3. COURTESY HOURS: At all times noise is to be kept to a level which will not disturb other residents or other community members. This means that at no time will music (including stereos) or other noise-producing activity be loud enough to be heard outside of the student's room or building.

**F. Parking**

Parking on campus is by permit only. Residents must follow parking instructions as determined by campus policy/University Police. Guests and visitors are required to park in designated campus guest parking spaces. Vehicles parked illegally or without the appropriate permit are subject to being ticketed and towed at the owner's expense. (For more information, please review parking and vehicle registration information within University Police's webpages: <https://www.cobleskill.edu/campus-life/university-police/>)

**XI. Unconditional Rights of the College**

- A.** The College may repossess or reassign rooms for: violations of herein-stated regulations; health, safety, or social reasons; violations of the STUDENT CONDUCT CODES; or any reason deemed sufficient by the Vice President for Student Development/Associate Vice President for Student Development in consultation with the College President.
- B.** Every effort will be made to avoid unnecessary intrusions on a student's privacy; however, the College reserves the right to enter student rooms and common areas to make periodic announced room inspections as well as to enter student rooms when there is reasonable belief that an occupant in the room may be physically harmed or endangered or that unsafe conditions may exist. The College also reserves the right to have an authorized agent of the College, with approval of the Vice President for

Student Development or their designee and with authorization of the College President, inspect student rooms at any time for reasons of health and safety when there is reasonable belief that College property is being damaged, that College policy is being violated, or that maintenance and/or repair may be or is necessary.

- C. Periodic inspections of all areas of the residence hall (including student bedrooms) will be conducted by campus staff and the NYS OFPC (Office of Fire Prevention and Control) including but not limited to fire alarms and fire drills. Prior notice of inspection dates will be shared with students when known to the campus.
- D. Violations of safety regulations noted through this inspection process which are determined to be within the control of the resident students will be the responsibility of the resident students to correct and/or to bear the cost of the fine issued.
- E. During or prior to break periods, Residential Life staff will inspect rooms to ensure College safety and health standards are maintained and students have vacated the residence halls.
- F. The College may terminate this AGREEMENT at any time for reasons of safety or health in order to ensure appropriate conduct of the residence program.
- G. SUNY Cobleskill residences house full-time students only. Exceptional hardship situations will be reviewed on a case-by-case basis involving major Faculty, the Academic Department Chair, and appropriate Student Development/Residential Life professionals.

## **XII. This Agreement**

- A. To maintain a responsible environment, the College establishes, maintains, and enforces regulations such as this AGREEMENT.
- B. Campus policies may be altered from time to time to respond to changing needs or to respond to statutory changes of New York State or the SUNY Board of Trustees, for example. Periodically, these policies will be reviewed.
- C. Please Note: Any part of this AGREEMENT is subject to change at the discretion of the College. Such necessary changes will be for stated cause and advanced notice will be given.
- D. Binding License – This Agreement is binding for the full current academic year or applicable upcoming academic year unless otherwise indicated. In order to live in College housing, each student must accept the terms and conditions herein. All regulations and provisions herein shall remain in effect unless changed or modified by official written notice from the College.
- E. Force Majeure – If the College 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, state, or national emergency, or any other cause or event beyond SUNY Cobleskill control, then the College shall be excused from performance of this License Agreement and will not have any liability in connection herewith.