



The College at
BROCKPORT
STATE UNIVERSITY OF NEW YORK
Office of Residential Life/Learning Communities
Division of Enrollment Management and Student Affairs

RESIDENCE HALL LICENSE

2008-2009

The Terms and Conditions of College Residence Hall Occupancy

The College at Brockport does not discriminate on the basis of race, sex, religion, national origin, age, disability, sexual orientation, marital status, or status as a Vietnam-era veteran, in admission, employment, and treatment of students and employees.

Pursuant to Resolution 74.31 of the Board of Trustees of the State University of New York, which was adopted unanimously by the Trustees during their meeting on January 23, 1974, it is the policy of State University of New York that the use of the male gender in this document shall not be construed to apply exclusively to men except where the reference obviously pertains to a man.

A. GENERAL CONDITIONS OF OCCUPANCY

1. **The Residence Hall License Is Binding For The Entire Academic Year.**
2. This document sets forth the terms and conditions of College Residence Hall occupancy and the rights and duties of the parties involved incident to the formation, execution, maintenance, and termination of a license to occupy a room, suite, or other area in a Residence Hall on the main campus of The College at Brockport. None of the terms, conditions, rights, and duties set forth herein can be assigned or delegated by the licensee without the prior specific written approval of the Vice President for Enrollment Management and Student Affairs or designee. This document only applies while the student licensee is in good standing at The College at Brockport.
3. A student who fails to occupy his assigned room or suite on the day upon which classes are officially scheduled to begin in any semester or summer session, as the case may be, shall forfeit his assignment to that particular room or suite unless, on or before the day upon which classes are officially scheduled to begin in any semester or summer session, as the case may be, he shall have submitted to the Office of Residential Life/Learning Communities a written request for a delay in occupancy.
4. Any change of occupancy must have the prior specific written approval of the Resident Director in charge of the Residence Hall to which the student(s) in question are officially assigned.

5. Residence Halls, and all rooms and suites therein are 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 The College at Brockport. Cohabitation is not permitted at any time. Information about current rules and regulations may be obtained from the Resident Director in charge of the Residence Hall involved.
6. The College reserves the right to: increase or decrease the designed occupancy of a room or suite at any time to ensure the maximum utilization of residence hall rooms; move students within the residence hall system at its discretion for programmatic, financial, or disciplinary reasons; and/or re-assign students when rooms and/or suites are at 50% or below designed occupancy. Single rooms may be purchased each semester on a space available basis.
7. The remaining student(s) in any room or suite agree(s) to accept and accommodate a new occupant or new occupants to fill any vacancy or vacancies which may occur in the room or suite. Any attempt to intimidate or discourage a newly-assigned student is prohibited.
8. Any student licensee unable to adhere to the requirements of any special living option will be reassigned.
9. Guests (anyone not specifically assigned to the room) are subject to all College rules, regulations, and policies. Residents will be held judicially and financially accountable for the behavior of their guests. Student hosts are expected to be present during the guest's visit. No guest may remain overnight more than two nights in any given seven day period without prior approval from the Resident Director. Overnight guests must have the verbal permission of all residents assigned to the room and must be registered with the Resident Director. The College reserves the right to deny access to any guest in keeping with the terms, conditions, duties, standards, obligations, and other applicable provisions of this document, and in the interest of the health, safety and general welfare of the College community and the College's on-campus Residence Halls.
10. During academic year recess periods, the residence halls are closed. The residence halls will not be staffed at this time. Students are required to leave during the following college breaks: Thanksgiving, Winter, and Spring. Please see the Academic Calendar for specific dates.

B. DUTIES, STANDARDS AND OBLIGATIONS

1. All applicable rules and regulations prescribed by the State of New York, the Dormitory Authority of the State of New York, and The College at Brockport, are hereby incorporated into this document and made a part hereof as though specifically set forth herein.
2. Student-licensees shall be held responsible for and charged with full knowledge of all applicable rules and regulations contained on the Student Policies Webpage at www.brockport.edu/policies and all Office of Residential Life/Learning Communities publications. Students are considered adults and, therefore, are expected to obey all laws and take personal responsibility for their conduct.
3. It is expressly understood and agreed to that the subject matter of this document is a license for a student to occupy a College residence facility-specifically, a room, suite, or other area in a College on-campus Residence Hall as opposed to off-campus housing and that **STUDENT OCCUPANCY OF SUCH A COLLEGE RESIDENCE FACILITY IS A PRIVILEGE AND NOT A RIGHT.**
4. The student licensee agrees to conform to generally accepted standards of considerate behavior, including respect for the privacy of others and the maintenance of an atmosphere conducive to study and harmonious living in keeping with the function and purpose of each room, suite, or other area and the Residence Hall as a whole as a College residence facility. Students are under a continuous obligation to

be considerate of each other. Inconsiderate behavior AT ANY TIME, such as excessive noise from a stereo, placing a speaker in a window, or any other inconsiderate action is strictly prohibited. Students with stereo equipment are urged to have a set of headphones and use them when appropriate. THE RIGHT OF A STUDENT TO STUDY WILL BE MAINTAINED OVER THE RIGHT TO ENTERTAIN. Study (Quiet) Hours for each residence hall will be:

Sunday-Thursday: 7 pm -7 am
Friday-Saturday: midnight-7 am

* Courtesy hours are in effect at all times. Students must comply with reasonable requests to lower the noise level during courtesy hours.

5. The privilege of using alcoholic beverages in designated areas of the Residence Hall, including bedrooms and suites, is governed by State law and College policy. The possession or consumption of alcohol by persons less than twenty-one years of age is prohibited in the residence hall system. Students are under a continuous obligation to use alcoholic beverages in a responsible manner. Irresponsible and/or illegal use of alcoholic beverages and/or the resulting inappropriate behavior is strictly prohibited. Irresponsible drinking is not an excuse for inappropriate behavior. Each student licensee is required to abide by the provisions of the Residence Hall/Student Townhomes Alcohol Policy.
6. The unlawful possession, use, or distribution of any controlled substance (as defined in NYS Public Health Law 3306, Schedules I-V) and/or alcohol on College property or at official College functions, and/or possession of drug paraphernalia (as defined by Title 21 of the United States Code) the contains controlled substance residue.
7. The student-licensee further agrees to observe and comply with any and all further rules, regulations, and directions of residence hall staff which the College may prescribe for the safety, care, and cleanliness of each room, suite, or other area in the Residence Hall, and the furniture, fixtures, furnishings, and equipment provided by the College, and the Residence Hall as a whole for the preservation of good order therein; and for the privacy, quiet, comfort, and convenience of all occupants of each room, or suite and the Residence Hall as a whole. Students must thoroughly clean all living areas before each break period.
8. The following are strictly prohibited anywhere in a College Residence Hall:
 - a) gambling
 - b) the possession, sale or use without a physician's prescription therefor, of any "controlled substance" under the laws of the State of New York
 - c) water beds, hot tubs, or jacuzzis
 - d) the possession or use of lanterns, volatile solutions, explosives, fireworks, or other dangerous materials
 - e) candles
 - f) the possession of any rifle, shotgun, revolver, or other firearm or weapon without the written authorization of the chief administrative officer whether or not a license to possess the same has been issued to the person possessing the same
 - g) the possession or use of air conditioners and outside television antennas of every nature and description
 - h) possession or use of food or beverage heating, cooling, cooking, or other preparation devices of every nature and description except as provided by the College or as expressly sanctioned by the College
 - i) the possession or use of washers, dryers, dishwashers, and other similar devices of every nature and description which are (were) not provided by the College for such use
 - j) the possession or housing of birds, cats, dogs, or other pets or animals
 - k) weights and weight benches

- l) the use of any musical instrument or electronic device such as a stereo system, subwoofer or air horn that creates excessive noise
- m) the throwing or hanging of any object or projectile out of a window or stairwell
- n) the use of skateboards, roller skates or roller blades
- o) the throwing of snowballs in and around the residence halls
- p) the possession or use of open-element space heaters
- q) the possession of illegally obtained federal, state, College, local or other signs
- r) water fights
- s) the detaching or removal of any window screen or the breaking of a security screen seal for non-emergency purposes
- t) lofts of any type
- u) climbing in or out of any window or onto any roof
- v) the burning of any incense
- w) metal-tipped darts
- x) failure to recycle or tampering with any recyclables
- y) tampering with any technology equipment or connection
- z) the possession or use of any halogen "torchiere" or five-light multi-colored floor lamp
- A) the use of any laser pen or beaming a light into any room
- B) tube, rope, or string lighting of any type
- C) multi-plug adaptors or extension cords of any type. Surge protectors are recommended
- E) computer routers of any type

* All such prohibited materials, devices, objects, and animals will be impounded and appropriate action taken under applicable laws and/or College rules and regulations. This list may be updated at any time by the Office of Residential Life/Learning Communities.

9. Athletic activities of all types, including the indoor use of any athletic equipment are strictly prohibited in any residence hall. Students are strongly encouraged to use existing College play fields for this purpose.
10. Bicycles are allowed in student's rooms as long as they do not impede egress in case of a fire or other emergency. Motor bikes, motorcycles, snowmobiles, mopeds, and all other vehicles for transporting persons or property are strictly prohibited anywhere within a College Residence Hall.
11. Commercial use of any part of a College Residence Hall or any part of the College's grounds or other facilities, and solicitation anywhere on said premises by students residing in a College Residence Hall or by any other persons, is strictly and expressly forbidden except as may be specifically authorized in writing by the Vice President for Enrollment Management and Student Affairs or designee.
12. Each student is responsible for the key(s) to his assigned room, suite, mailbox, and to the outside door(s) of his assigned Residence Hall. Failure to surrender all appropriate keys when the residence hall is vacated will result in a charge in the amount of \$10.00 per missing room, suite, or mailbox key and \$25.00 per missing outside door key. These charges also apply in all cases of lost and stolen keys.
13. Unauthorized possession by any student of any key which admits entrance to an area other than that student's assigned room, suite, or other area is a serious offense for which disciplinary action will be taken. Any student licensee who allows any other person, unauthorized by the college, to take possession of his assigned key(s) shall render that student licensee liable to the same disciplinary action as will be taken against students who are in unauthorized possession of any key which admits entrance to any area other than that student's assigned room, suite, or other area. Duplication of keys, altering or replacing existing locks, and installing additional unauthorized locks are all strictly prohibited.

14. The College reserves the right to use any room, suite, or other area in any Residence Hall at any time for emergency purposes in the event of an epidemic or other urgent cause. The College also reserves the right to use any room, suite, or other area for any purpose during academic recess periods. Notice shall be given to the student(s) assigned to the room, suite, or other area involved and sufficient space provided for the storage of such articles or personal property as the student(s) may desire to move from the room, suite or other area involved.
15. Except to the extent authorized by State law and decisions thereunder, the State of New York, the Dormitory Authority of the State of New York, the State University of New York, The College at Brockport, and all officers and employees thereof, shall not be responsible for injury to persons, loss of or damage to personal property, or other financial loss or damage arising out of the establishment, maintenance, operation, or occupancy of any Residence Hall or any individual room, suite, or other area.

C. HEALTH AND SAFETY

1. Student licensees are strongly urged to keep their assigned rooms therein locked at all times!
2. Student licensees are strongly advised to have their personal property protected against theft, damage, and other loss by individual or family insurance coverage inasmuch as the State of New York, the State University of New York, and The College at Brockport carry and provide no such insurance coverage and will not be responsible for any such theft, damage, or other loss.
3. All students are urged to participate in all University Police programs including Campus Watch, Operation Identification, and Community Policing.
4. Causing a false alarm, discharging a fire extinguisher, breaking or damaging an exit light, activating a heat or smoke detector, or removing or tampering with any fire or safety equipment is strictly prohibited.
5. Removing or tampering with any card access equipment will subject any offender or offenders to revocation of the license to occupy a Residence Hall room.
6. Each student licensee is required to familiarize himself with and abide by the fire and fire safety regulations applicable to his assigned room, suite, or other area and his assigned Residence Hall as a whole. Fire drills will be held from time to time and, in accordance with the rules and regulations approved by the College Safety Committee in June 1973, all College Residence Halls must be immediately and completely evacuated when the alarm sounds.
7. Tampering with or vandalizing any Residence Hall elevator will subject any offender or offenders to revocation of the license to occupy a Residence Hall room.
8. For safety reasons, non-residents are required to use lobby phones to gain entry to all residence halls and to sign-in with the Night Desk Attendant at designated hours. Students must show their ID to the Night Desk Attendant or Resident Assistant each time they enter the hall after 8 pm.
9. Smoking is prohibited in the residence halls or within twenty-five (25) feet of each building.
10. Detex doors are to be used in the event of emergency only. There are designated detex doors clearly labeled in Benedict, Dobson, Harmon, Gordon and Thompson Halls that may be used between the hours of 7:00am and 7:00pm.
11. Corridor style bathrooms are only to be used by the designated gender.

D. ROOMS, SUITES AND OTHER AREAS; FURNISHINGS AND SERVICES

1. Each student licensee should thoroughly inspect his assigned room and/or suite and/or area and all furniture, fixtures, furnishings, and equipment therein immediately upon commencing his occupancy thereof and forthwith report to the Resident Director in charge of his assigned Residence Hall any condition or conditions which might result in a charge being made against the assigned occupants of said room and/or suite and/or other area. Each student licensee assigned to a room and/or suite and/or other area in a College Residence Hall will be charged either individually or jointly with all other student licensees officially assigned to occupy said room and/or suite and/or other area for any and all damages to said room and/or suite and/or other area and the furniture, fixtures, furnishings, and equipment provided therefor by the College during his/their occupancy thereof, normal wear and tear excepted, and for the replacement cost of any and all furniture, fixtures, furnishings, and equipment provided for use in his/their room and/or suite and/or other area by the College which is/are missing therefrom at any time.
2. Furniture, fixtures, furnishings and equipment furnished by the College for use in a particular room, suite, or other area in a College Residence Hall may not be removed from that particular room, suite, or other area at any time or for any reason without the prior express written authorization of the Resident Director in charge of the Residence Hall involved. Violations of this provision may result in appropriate action being taken under applicable laws and other regulations.
3. Each student licensee will be charged for any and all damage to common areas and any furniture, fixtures, furnishings, and equipment therein which is caused or otherwise perpetrated by him or his guest(s), and for the replacement cost of any and all furniture, fixtures, furnishings, and equipment which is removed therefrom by him or his guest(s).
4. Each student licensee assigned to a room, suite, or other area in a College Residence Hall shall be individually responsible for immediately reporting to the Resident Director in charge thereof any and all repairs needed at any time to said room, suite, or other area and/or the furniture, fixtures, furnishings, and equipment provided therefor by the College.
5. Nails and tacks may not be driven into walls at any time or for any reason. Tape of any kind leaves marks and/or residue, and is therefore not permitted. Decals, contact paper, and wallpaper are not to be attached or otherwise affixed to the walls. Charges will be assessed in an amount sufficient to remedy any damage occasioned by any of the foregoing.
6. Without the prior express written authorization of the Resident Director in charge of the Residence Hall involved, no student licensee may himself make repairs to, paint or otherwise refinish or otherwise modify a room, suite, or other area in any College Residence Hall or any of the furniture, fixtures, furnishings, and equipment provided therefor by the College; and no student licensee may permit, authorize, or order any of the foregoing by any other person or persons. Charges will be assessed in an amount sufficient to remedy any damage occasioned by any of the foregoing or to restore any affected item or items to its/their original state.
7. The sinks, toilets, and other water apparatus in any College Residence Hall shall not be used for any purpose other than that for which they were constructed or intended, and no sweepings, rubbish, rags, sanitary napkins, diapers, or other articles shall be deposited therein. Similarly, grease and articles of food shall not be deposited in or washed down any drain. Charges will be assessed in an amount sufficient to remedy any damage occasioned by the foregoing.

8. The storage, cooking, and other preparation of food is strictly prohibited anywhere in a Residence Hall in which the College has not provided "or expressly sanctioned" refrigerators, ranges, ovens, microwave ovens, or other facilities clearly designed to be used for such purpose(s).
 - All electrical appliances must be UL approved and in good working order. Electrical appliances are not permitted which: (1) have exposed heating units; and (2) are used for cooking foods, except hotpots, popcorn poppers and coffeemakers contained in an enclosed unit. Any cooking equipment that can produce grease or has an exposed heating element is prohibited. One microwave oven not to exceed 700 watts and one refrigerator not to exceed 5 cubic feet are permitted in each bedroom.
9. The College reserves the right to limit or prohibit altogether the use of any appliance which causes or may cause unusual energy usage and/or constitutes a potential fire hazard. Each student licensee must provide a surge protector for their computer.
10. Each student officially assigned to occupy a room, suite, or other area in a College Residence Hall shall be individually and jointly responsible for cleaning and otherwise appropriately maintaining said assigned room, suite, or other area. It shall be the responsibility of each student licensee to provide his own and appropriate cleaning equipment and supplies. At the end of the academic year all students must remove all belongings including trash, cinder blocks and old personal furniture to the dumpsters located near each residence hall. Failure to do so will result in a cleaning charge.
11. The College will not be responsible or otherwise liable for damage to or loss of any student licensee's property resulting from or occasioned by any cause whatsoever.

E. ENTRY

It is the College's intention to insure all reasonable privacy in student living quarters. However, in keeping with the terms, conditions, duties, standards, obligations, and other applicable provisions of this document, and in the interest of the health, safety, and general welfare of the College community, the Residence Halls, and each and every one of their assigned occupants and the authorized guests thereof, the College reserves the right to enter and inspect student rooms and/or suites, and all other areas in College Residence Halls at any reasonable time including but not limited to before all academic recess periods after giving oral and/or written notice of its intention to do so to any occupant or occupants then physically present in the rooms, and/or suites to be so entered and inspected. The College expressly reserves the right to enter a student's room and/or suite, or any other area, whenever there is reason and cause to believe that there exists a clear and present danger to person or property, or to retrieve Residence Hall or College property. Students are required to respond to all reasonable requests for admittance in a timely manner.

F. OCCUPANCY CHARGES – PAYMENTS AND REFUND(S)

1. All students must pay an Advance Housing Deposit, which shall be non-refundable after June 1, to secure housing in a College Residence Hall. Payment of the deposit and submission of the online application does not guarantee a housing placement. Housing assignments are made on a space-available basis.
2. The entire occupancy charge for each semester or summer session, as the case may be, shall be due and payable to the Office of Student Accounts at the same time as the student licensee's tuition bill for that semester or summer session is due and payable and shall be subject to the same payment and other conditions as are applicable to the tuition bill.
3. Occupancy charges are established on the basis of normal occupancy. If occupancy charge differentials are in effect for other than normal occupancy, pro rata adjustment of such occupancy charge differentials for the period in question will not be made for changes in occupancy after the first week of the academic quarter or summer session, as the case may be.

4. Once a student licensee accepts keys or occupies a room, suite or other area in a College Residence Hall even for a day or any part of a day or stores property there, that student licensee is liable for payment for that entire academic quarter or summer session, as the case may be.
5. Students who vacate their assigned rooms, suites or other areas under the provisions of Section G-1, G-3, and G-4 of this document shall not be entitled to refund of any part of their occupancy charges for the balance of the academic quarter or summer session during which they vacate their assigned rooms, suites, or other areas.
6. Students who do not comply with the provisions of Section G-1 of this document and who vacate their assigned rooms, suites, or other areas at any time prior to the expiration of the period of occupancy specified in the document entitled "Application for a License to Occupy a College Residence Hall" shall not be entitled to any refund whatsoever of occupancy charges and will be liable for the occupancy charge for the entire period of occupancy specified in the document entitled "Application for a License to Occupy a College Residence Hall."

G. TERMINATION OF OCCUPANCY; EXPIRATION OR REVOCATION OF LICENSE; ABANDONED PROPERTY

1. A student licensee who wishes to vacate his assigned room, suite, or other area in a College Residence Hall prior to the expiration of the period of occupancy specified in the document entitled "Application for a License to Occupy a College Residence Hall" must have express written approval therefor from the Office of Residential Life. Releases from the Housing Agreement will be granted in accordance with the provisions of the Policy On Releases From The Housing Agreement.
2. A student's license to occupy a College Residence Hall shall expire automatically at the conclusion of the period of occupancy specified in the document entitled "Application for a License to Occupy a College Residence Hall," and a student whose license to occupy a College Residence Hall has so expired must vacate his assigned room, suite, or other area within 24 hours after his last final examination unless prior arrangements have been made with his Resident Director.
3. Dismissal or any other separation from the College shall automatically revoke a student's license to occupy a College Residence Hall, and a student who is dismissed or otherwise separates from the College at any time and for any reason must vacate his assigned room, suite, or other area within 24 hours of such dismissal or separation.
4. The College may revoke a student's license to occupy a room, suite, or other area in a College Residence Hall and take possession thereof for reasons of the health, safety, and welfare of the student himself or the health, safety, and welfare of other students, persons or property; and for violation by the student of the rights of others. A student's license to occupy a College Residence Hall may also be revoked for other reasons under appropriate circumstances. In all such cases, the College will take possession of the student's room, suite or other area 24 hours after notification to the student. The College may place the student's belongings in storage or move them to an appropriate location. The College assumes no responsibility for these belongings. Failure to vacate after proper notice may subject the student to arrest.
5. In all cases under subsections one through four above, of this Section of this document, any of a former student licensee's property remaining on the premises after the time prescribed for vacation of his assigned room, suite, or other area shall be deemed to have been abandoned, and any cost incurred by the College in removing such property will be charged to such former student licensee.

H. VIOLATIONS OF THE RESIDENCE HALL LICENSE

All violations of the Residence Hall License will be resolved through the Student Conduct System. Policies and procedures are contained on the Student Policies Webpage at www.brockport.edu/policies, more specifically the Code of Student Social Conduct.

I. MISCELLANEOUS PROVISIONS

1. Payment of a housing deposit or completion of the online housing application does not guarantee assignment to a College Residence Hall. Residence Hall assignments will be made only to the extent and on the basis of available space(s) according to the priorities and rules established by the Office of Residential Life/Learning Communities.
2. Meal Plans: All student licensees assigned to occupy College Residence Halls are required to purchase a resident dining plan unless specifically exempted therefrom. In order to assure compliance with the New York State Department of Taxation and Finance (Section 110.5), the following conditions are required:
 - a) Only one change to a dining plan may be made during the first three weeks of each semester.
 - b) The dining plan agreement is an academic-year contract and is tax exempt, therefore only the card holder may access their dining plan. Any student who attempts to use another student's card/dining plan will be fined \$25 and subject to discipline within the student conduct system.
 - c) Any dining dollars remaining in the fall semester will be rolled over into the spring semester, provided another dining plan is purchased.
 - d) Withdrawal refunds are limited to the first 12 weeks of the semester. Refunds for a dining plan will be on a prorated basis when a student formally withdraws from The College at Brockport.
 - e) If eligible, payment for a dining plan may be deferred through the Financial Aid Office.
 - f) In the event that the Eagle One Card (College ID/meal card) is lost or stolen, it is the responsibility of the card holder to notify the Dining Services Office. A lost or damaged card may be replaced for a \$25 fee.

**THE OFFICE OF RESIDENTIAL LIFE/LEARNING COMMUNITIES RESERVES THE
RIGHT TO MAKE ANY REASONABLE CHANGES TO THIS DOCUMENT. ANY
CHANGES SUPERCEDE ANY PREVIOUS INFORMATION PROVIDED.**