I. GENERAL TERMS AND CONDITIONS.

- This license is extended by the University to individual students and students with families for an on-campus space in residential facilities. This license is not for a particular room, and should not be construed to be a lease.
- This license is in effect from the day a student reserves a room through the date they check out as defined in this license. This license is also in effect during summer orientation and summer housing.
- Failure to occupy a space after signing this license does not relieve the student of the responsibility to fulfill its terms. Likewise, a student who occupies a space without signing the license is nevertheless responsible for all its terms and conditions.
- All students in the first-year class of the University, regardless of credit hours earned, are required to live in University housing for their first academic year unless permission to live off campus is received from the Office of Residential Life.
- All residents in University housing, except those living in Susquehanna and Hillside communities, are required to participate in one of the resident dining programs.
- Residents in University housing are expected to conduct themselves in a manner appropriate to a community living environment. Residents must abide by the policies and regulations of this license and the Rules of Student Conduct. The University reserves the right to reassign a resident or remove a resident from University housing at any time for reasons of safety and security. Said resident may request a meeting with the Director of Residential Life and University Housing or their designee to discuss and/or appeal this decision.

II. ELIGIBILITY.

- Preference for residence in University housing will be given to full-time degree candidates, however part-time status does not terminate this agreement.
- Residents not officially registered in the University or who are mandated to leave by the University are required to vacate their rooms within 48 hours of becoming ineligible. They may not remain as the “guest” of another resident.
- Any student who is administratively removed from University housing will not be eligible for University housing in the future. Also, any resident who voluntarily vacates University housing, takes a leave from the University, or who must be re-admitted should understand that returning to University housing will be contingent upon availability.

III. OCCUPANCY GUIDELINES AND FINANCIAL OBLIGATIONS

1. Housing Assignments.

- Binghamton University is not permitted to classify students according to race, religion, national origin, disability, sexual orientation or gender identity. Assignments cannot and will not be made or changed based on these factors.
- Students are not guaranteed specific housing assignments and are liable for payment of room rent at the specified rate of the room to which they are assigned. Residents are prohibited
from switching rooms without prior University authorization. Residents cannot permit any part of their rooms, suites or apartments to be shared by persons not assigned to that space.

- Some students may be assigned temporarily to share a room above designed capacity. These students are required to accept re-assignment to a regular occupancy room as vacancies become available (see further information in III. 4. Room Rate Adjustments).

2. Occupancy.
   - Occupancy is defined as acceptance of the key(s) or room access card and/or moving personal possessions into the room, flat, suite, or apartment.
   - Occupancy is also defined as failure to properly vacate after obtaining approval of a housing cancellation request or after becoming ineligible or at the end of the appropriate semester or summer session.
   - Residents failing to properly vacate University residential facilities will incur daily housing charges until they do so. Rooms, flats, suites or apartments are not considered properly vacated until all personal possessions are removed and the keys or room access cards are returned. The University reserves the right to remove the belongings of residents or charge for occupancy beyond the deadline.

3. Room Changes and Vacancies.
   - The University reserves the administrative right to assign students to fill vacancies and make changes in room assignments.
   - Consideration is given to student-initiated requests for room changes through an established waitlist process. Residents living in an accommodation in which a vacancy exists may be given the opportunity to name a current University resident to move in with them, however priority is given to students housed in a temporary triple or lounge accommodation.
   - Room changes must be completed prior to the beginning of the room reservation process for the fall and spring semesters, as specified by the Residential Life Office.
   - All changes must be approved by the residential community’s Assistant Director.

4. Room Rate Adjustments.
   - After a resident has occupied residential facilities, no room-rate adjustment is available for the balance of that academic year if the resident vacates on-campus housing without permission or authorization to do so.
   - Residents removed from University housing for disciplinary reasons are ineligible for room-rate adjustments.
   - In some cases, residents may be assigned temporarily to a room above designed capacity. Residents are entitled to a daily prorated room-rate adjustment until they are moved to a regular-occupancy room. Residents who voluntarily choose to live in an over-occupied room are ineligible for any refund.

5. Cancellations and Penalties.
   - Requests for permission to cancel University housing must be made in writing.
   - Continuing students assigned to University housing must cancel their fall semester housing by March 10, 2015. A new student must cancel within 14 calendar days of notification of housing assignment—until August 26, 2015. A request to cancel after the 14-day deadline and/or August 26, 2015 (whichever comes first) will be denied if the student is enrolled during the term of this license; the student will be required to pay the entire room charge for the fall and spring semesters.
   - Residents who withdraw for the fall semester after November 29, 2015, but remain students at the University for the spring 2016 semester must fulfill the terms of the University Housing License for the spring semester and remain in University housing.
• Fall residents may request permission to cancel their housing for the spring semester due to graduation, study abroad, exchange program, academic dismissal, transfer of schools, withdrawal, or military service. A Request for Housing Cancellation must be submitted and approved no later than November 20, 2015, at 4:30 p.m. to avoid a $200 late cancellation charge. Approved cancellations after November 20, 2015 will result in a $200 late cancellation charge.

• New spring semester students must cancel their spring housing within 14 calendar days of notification of housing assignment until January 20, 2016. A request to cancel after this deadline and/or January 20, 2016 (whichever comes first) will be denied if the student is enrolled during term of this license; the student will be required to pay the entire room charge for the spring semester.

• Students cannot cancel housing after they have occupied their room as defined in Section III.2

• In general, petitions to cancel University housing after the deadline from students who are not leaving the University are not considered unless the residence halls are above 100% occupancy.

6. Disability/Medical Related Accommodations.
• If a student requires any disability or medical related housing accommodations, proper arrangements are made in consultation with the Office for Services for Students with Disabilities and/or the University Physician.

7. Break Housing.
• Residents of the Apartment Communities and residents of halls designated for break housing can remain in their residence hall at any time during any break that occurs in the fall or spring semester.
• Residents in break housing for the fall 2015 semester who will not be registered students at the University for the spring 2016 semester may not remain in residence after the halls close for the fall semester on December 24, 2015.

8. Summer Occupancy.
• This license is also in effect for summer 2016.
• Current residents of the Apartment Communities may continue their residency throughout the summer at the summer housing room rate. Those registered for Summer Session who are not current residents of the apartment communities will be housed in the apartments for the 2016 Summer Session.
• Spring semester residents of the apartment communities who are not continuing their residency through the summer must vacate 24 hours after their last exam in May 2016.
• Residents living in the apartment communities during the summer who do not have a fall housing reservation or who have a different assignment for the fall semester must vacate their summer apartments by noon on August 6, 2016.

• Residents may not occupy or deliver items to their rooms, suites or apartments prior to the official opening date unless an early arrival request has been submitted and approved by Residential Life.
• Approved early arrivals will be charged nightly room rent from the date of early check-in until the date the residence halls officially open for the semester.

10. Late Arrivals.
• Unless prior arrangements have been made with the appropriate residential community housing office, failure of a student to take occupancy by 4:30 pm on the first day of classes of the semester may result in a cancellation charge of $200 and/or forfeiture of their housing
assignments.

11. Check-In.
   • For verification, each resident must produce identification prior to being given access to their assigned room.
   • Each resident must assess and verify the Room Condition Report(s) (RCRs) provided by the University within 24 hours of occupancy. Failure to assess and verify the form(s) results in the resident’s assumption of responsibility for any damage evident in the room, flat, suite or apartment. These reports are the basis for assessment of any damage and/or loss attributable to the resident at the termination of occupancy.

12. Check-Out.
   • Rooms, suites or apartments are not considered properly vacated until personal possessions are removed and the keys or room access cards are returned. Residents failing to properly vacate will incur daily housing charges until they do so. Failure to return keys and/ or access cards upon check-out will result in charges assessed for lock and/or key access replacement.
   • Residents must remove all refuse and discarded material and leave the entire room, flat, suite or apartment as clean as it was at the time of check-in.
   • Resident must contact a staff member to check-out. Residents may identify and accept responsibility for any changes in the condition of their room based on the RCR (see IV. 2. Damage).
   • Residents must vacate the residence hall 24 hours after their last exam or by the date stipulated in the official University calendar, whichever comes first. The University reserves the right to remove the belongings of residents or charge for occupancy beyond the deadline.

IV. USE, CARE, AND RESPONSIBILITIES

1. Cleaning.
   • Residents are responsible for removing trash and recyclable items regularly. Residents are also responsible for maintaining satisfactory health and life safety standards and cleaning their own rooms, flats, suites and all areas (i.e. kitchens, bathrooms, and living rooms) within apartments, including all furniture, fixtures, appliances and areas not routinely cleaned by maintenance personnel.
   • Physical Facilities staff may enter non-apartment rooms on a regular basis to clean bathrooms and all areas during break periods to clean rooms, flats, suites or apartments as needed.
   • Syringes and other sharp objects must be placed in a rigid container for disposal. These items should never be placed in a plastic trash bag, which would permit the object to penetrate, resulting in the possibility of a puncture wound to another individual. Personal use syringes (e.g., insulin, medication, etc.) should be placed in a sharps disposal container. Containers are available at University Health Services; also contact Health Services for proper disposal instructions.

2. Damage.
   • Residents are responsible for any damage they cause, whether by intentional or unintentional means, to their entire room, flat, suite, apartment and private or shared restrooms, or to University-owned contents contained therein.
   • All assessed damages as stated by Residential Life Staff at the time of the residents departure will be charged, and no additional amount may be added during subsequent inspections so long as the resident participated in the check-out process and signed the checkout receipt acknowledging their damage charge. Should a resident choose to leave their housing
assignment and not participate in an inspection with Residential Life Staff, damages will be assessed and charged by Residential Life Staff after the student has departed.

- All building residents will equally share financial responsibility for any damages in stairwells, corridors, elevators, floor or building lounges, or common or public bathrooms if the individual(s) responsible cannot be determined.
- Residents who are charged for cleaning, loss, or damages will have thirty (30) days after the charge is posted to the student’s account to appeal said charges. Information on appealing charges can be found by contacting the residential community office where the student lived when the damage occurred.

3. Reporting Repairs.

- Residents may not make repairs.
- Residents are responsible for reporting to the residential community staff the need for repairs to their assigned rooms, flats, suites or apartments or the contents contained therein.
- Once a resident submits a request for University maintenance personnel to repair something in their room, the student acknowledges that the maintenance staff may enter without further notice.

4. Decorations.

- Residents may decorate their room, flat, suite or apartment, with the understanding that any damages to the room, suite or apartment will be assessed to the resident(s) responsible.
- Wall decorations cannot cover more than 20% of the available area.
- No residence door may have more than four items/decorations posted on it.
- Residents may use noncombustible decorating materials only.
- All tapestries, flags, drapes and curtains must be tagged by the manufacturer as fire retardant. Personal treatment of these items is not an acceptable method of fireproofing. These fabrics may be suspended from picture moldings, but may not be hung in such a way as to limit egress from the entrance of the room.
- Attaching lightweight and removable decorations to windows or screens is permissible if it can be done in a manner that is safe and does not compromise the purpose or functioning of the screens or windows. Such decorations may not extend outside the room or onto the exterior of the building. Curtains are permissible if tagged by the manufacturer as fire retardant.
- Affixing anything to the ceiling or on a wall within 18 inches of the ceiling is expressly prohibited.

5. Structural Modifications.

- Residents are not permitted to modify structurally or to authorize or order the structural modification of their room, flat, suite, apartment or any other part of any building. This includes, but is not limited to, the application of wallpaper, adhesive paper, or paneling, the changing of fixtures, etc. Residents may not alter, disable, replace or install locks or other security devices.
- Screens may not be removed from windows and security screen tabs may not be tampered with or removed.

6. Furniture and Equipment.

- Furniture and equipment provided by the University may not be removed from rooms, flats, suites, apartments or common areas.
- Furniture or equipment is not to be disassembled. Mattresses are not to be removed from bed frames. Bed frames must remain on the floor of the room at all times, except when using University-approved bed risers. Use of cinder blocks and lofts are not permitted.
- Charges for moving common-area or assigned furniture back to its proper location and for the loss or damage of such furniture are assessed against those responsible.
7. Painting.
   • Residents are not allowed to spackle or paint.

8. Guests.
   • Residents may have overnight guests by obtaining prior permission of the other residents in the room, flat, suite or apartment. The right of a student to live in reasonable privacy takes precedence over the privilege of a roommate to entertain a guest.
   • Overnight guests may not stay for more than two nights in a seven-day period. Exceptions to this policy must have written permission from the Resident Director or Community Director. Such guests must be over 14 years old. Exempt from this policy are residents of family apartments in Susquehanna Community, who may have overnight guests younger than 14 years of age.
   • Residents are responsible for the conduct of their guests and must be present for the duration of the visit. Guests whose behavior or presence detract from the community atmosphere, or impinge on any resident, will be required to immediately vacate University housing facilities.

9. Quiet/Courtesy Hours.
   • Since courtesy hours are in effect at all times, residents must cooperate with all reasonable requests to lower their noise level.
   • During quiet hours, noise should not travel outside the confines of the room, suite or apartment.
   • From Sunday night through Friday morning, quiet hours are midnight to 8 a.m. From Friday night through Sunday morning, quiet hours are 2 a.m. to 10 a.m
   • During final examinations, 24-hour quiet hours begin at 11:59 p.m. on the last day of classes and continue through the end of the last examination on the last day of examinations.
   • Susquehanna Community and the third floor of Lehman Hall in Hinman College have 24-hour quiet hours, seven days a week, throughout the year.

10. Smoking.
    • All Binghamton University residence halls are smoke-free buildings; this includes the use of hookah, e-hookah, and e-cigarette devices.
    • Residents and visitors who wish to smoke must do so outside, at least 25 feet away from any building, including overhangs and patios, etc., within a residential area.

11. Pets.
    • Pets are not allowed in any University-operated housing facility. Service animals for individuals with visual or physical disabilities are permitted within the guidelines of the service animal policy.
    • The only exception is with agreement of all residents of the room, flat, suite, or apartment; a resident may keep small fish/turtle in a properly maintained bowl with a capacity no greater than ten gallons. Air filters, power heads, heaters or similar devices are not permitted.

12. Noxious Odors.
    • A noxious odor is ANY aroma of such intensity that it becomes apparent to others. When a noxious odor can be localized to a particular room, flat, suite or apartment, the resident(s) will need to correct the matter.

    • No commercial activity or solicitation may be conducted in or from University residential facilities. This includes internet/online based businesses using residence hall wifi/internet connection.

• The storage of motor vehicles of any kind is prohibited in University residential facilities.
• Bicycles are permitted in bike racks. Students may store bicycles in their room with the agreement of all residents of the room, suite, flat or apartment. Those bicycles stored in a student’s room must have its tires removed and not hinder any individuals’ egress.
• Bicycles are not permitted in or attached to breezeways, light posts, or stairwells.
• Blocking of fire exits by any vehicle parked either inside or outside a building is prohibited.

15. Personal Property.
• The University is not responsible for loss, theft or damage of personal belongings.
• No storage is provided outside a student’s room, flat, suite or apartment, except on a limited basis for students residing in Dickinson Community.
• A limited number of on-campus storage lockers are available for rental during the summer to all current residents returning to on-campus housing for the following year.
• Personal property of residents is not covered by University insurance. Residents should carry their own insurance protection against loss or damage of personal property.
• The University reserves the right to dispose of any item(s) found during a break period that are deemed a health hazard unless immediately removed.
• Once a resident vacates, the University believes all personal items of worth have been removed, and is therefore released from all liability for any personal items left behind.

V. SAFETY AND SECURITY

1. Personal Conduct.
• Activities that could endanger the safety of persons and/or damage property are prohibited within the residence halls or on the grounds. This includes, but is not limited to, playing floor hockey, throwing a frisbee or football, or playing any other sports in the hall including bouncing a basketball, roller skating, roller blading, skateboarding, riding bicycles, water fights, firing toy guns that use hazardous projectiles, throwing objects from windows, entering or exiting from windows, etc.
• Camping is prohibited on the grounds of the residential communities.
• Residents should keep their rooms, suites, flats, or apartments locked at all times.
• Residents are responsible for violations committed by others that occur in their room, flat, suite, or apartment unless another Binghamton University student(s) takes responsibility for the violation.
• In addition to violations of the Code of Student Conduct and of this License, residents will be accountable through established University procedures and programs for instances of acute and/or repeated intoxication and alcohol abuse.
• Students are prohibited from using synthetic and non-synthetic narcotics including but not limited to synthetic marijuana, salvia, narcotic bath salts, and prescription drugs prescribed to another person.

2. Keys.
• Residents are responsible for all keys and access cards issued to them. Residents are prohibited from lending or giving their keys or access cards to other individuals. Duplication of keys is prohibited.
• Lost, stolen or damaged keys or access cards must be reported immediately and will necessitate the replacement of the lock(s), key(s) or access card, the cost of which is charged to the resident.

3. Prohibited Items.
• Items not permitted in all rooms, flats, suites, or apartments include, but are not limited to,
As required by NYS law, we must share with you what fire safety standards and systems are in our residential halls. In all of our residential facilities there are addressable systems that include strobe lights, audible devices, manual pull stations and smoke and heat detectors that directly report to the Binghamton University Police Department and the Vestal Fire Department. In addition to these devices Rockland, Saratoga, Cascade, Hunter, Marcy, Windham, Digman, Johnson, O’Connor, Rafuse, Bingham, Broome, Delaware, Endicott and Mohawk Halls have building wide sprinkler systems in place. Oneida, Onondaga, Cascade, Seneca, Cleveland, Hughes, Lehman, Roosevelt and Smith Halls have sprinkler systems in all trash rooms. Brandywine, Choconut, Glenwood, Nanticoke, Adirondack, Belmont, Catskill, Darien, Evangola, Filmore, Glimmerglass, Hempstead, Jones, Keuka, Lakeside, Minnewaska, Nyack and Palisades Halls do not have sprinkler systems in place.

• Deep-fat fryers, toaster ovens, gasoline stoves or open-flame cooking appliances, sterno, immersible heaters and open-coil hot pots and hot plates are also not permitted in all rooms, flats, suites, or apartments.

• Coffeemakers with hot plates, or similar warming plates, are not permitted. Coffeemakers with internal heating devices, such as ©Keurig or ©Tassimo, are permissible.

• Toasters, rice cookers, and crock pots are not permitted in any bedroom, or in flat or suite areas, but can be used within the common area kitchen in a hall or the kitchen area only of an apartment. In addition, all grills are prohibited for use on the grounds of residential communities, with this exception: charcoal grills may be used outdoors within the apartment communities as per the safety guidelines listed in the university’s BBQ policy.

• UL-approved surge protected power strips and plug adapters are permitted, but cannot be connected to another similar item to add length to an outlet. Power strips and plug adapters without surge protection are prohibited.

• The possession or use of any type of firearm, ammunition, gunpowder, fireworks, air rifle, air pistol, blade-based weapon, sword, chukka stick or other dangerous object is prohibited.

4. Incense and Candles.

• Candles or incense of any type are not permitted in student rooms, flats, suites or apartments even if unlit, unused, or for decorative purposes.

• Permission must be obtained from the Resident Director or Community Director to use them in observing religious holidays. With this prior permission, students will be able to light candles or incense in a location established by the Office of Residential Life. In these instances, candles and incense may never be left unattended and any un-burnt remains must be extinguished and disposed of safely because it cannot be brought back to the bedroom, flat, suite, or apartment.

5. Fire Safety.

• All persons must evacuate the building when a fire alarm sounds.

• All persons may face disciplinary action and/or arrest if they fail to evacuate; cause false alarms; interfere with the proper functioning of a fire alarm system; tamper with or remove fire hoses, extinguishers, smoke or heat detectors, carbon monoxide detectors, or fire safety apparatus; disable room, suite or apartment detectors or alarms; or fail to inform the area staff when a smoke detector, carbon monoxide detector, or alarm is malfunctioning and/or activated.

• As required by NYS law, we must share with you what fire safety standards and systems are in our residential halls. In all of our residential facilities there are addressable systems that include strobe lights, audible devices, manual pull stations and smoke and heat detectors that directly report to the Binghamton University Police Department and the Vestal Fire Department. In addition to these devices Rockland, Saratoga, Cascade, Hunter, Marcy, Windham, Digman, Johnson, O’Connor, Rafuse, Bingham, Broome, Delaware, Endicott and Mohawk Halls have building wide sprinkler systems in place. Oneida, Onondaga, Cascade, Seneca, Cleveland, Hughes, Lehman, Roosevelt and Smith Halls have sprinkler systems in all trash rooms. Brandywine, Choconut, Glenwood, Nanticoke, Adirondack, Belmont, Catskill, Darien, Evangola, Filmore, Glimmerglass, Hempstead, Jones, Keuka, Lakeside, Minnewaska, Nyack and Palisades Halls do not have sprinkler systems in place.
You can also find additional information by reading the Binghamton University Clery Report at http://www2.binghamton.edu/student-handbook/asr.pdf or contacting the Binghamton University Department of Environmental Health and Safety at 607-777-2211.

6. Inspections.

• The University reserves the right to inspect rooms, flats, suites and apartments in the interest of cleanliness and property control. A minimum of 24 hours’ notice will be given prior to such inspections.
• Inspections are conducted by the residential community staff on a regular monthly basis and at the beginning of each vacation or recess period.
• University personnel must carry University identification, present it on request, and announce their purpose for entry.
• Residential Life staff members will first knock on the door and allow a reasonable period of time for response by the residents before entering any room.
• In situations involving health, safety or maintenance issues, authorized University personnel may enter without prior notice. This includes entry due to significant drops in temperature that may cause damage to university property.
• As opposed to inspections, no room may be searched, except by appropriate legal agencies or University personnel with a warrant, or under emergency circumstances, or by authorities to whom the resident has given express consent for each individual instance.