

2020-21 University Housing License Addendum

Students living on campus for the 2020-21 academic year are subject to the terms and conditions below and as amended in keeping with any new state, federal or local public health directives. Except as modified herein either explicitly or implicitly, all terms and conditions of the 2020- 2021 (“University Housing License”) remain in effect. In the event of a conflict between the 2020-21 University Housing License and the 2020-21 University Housing License Addendum, this addendum will control.

Binghamton University has put in place measures to meet public health standards established by state and local public health officials, the State University of New York (SUNY) and the State of New York as a result of COVID-19. Students choosing to live on campus agree to comply with University and Residential Life policies and procedures established to support compliance with public health standards. Adherence to health and safety requirements applies to all residents and extends to all aspects of residential life, including, but not limited to, occupancy and use of bedrooms, bathrooms, common areas in living units, community kitchens, lounges, computer rooms, courtyards and other common spaces. Binghamton University will take reasonable measures to protect the safety of students and staff in the operation of the residence halls consistent with operating plans submitted to SUNY and the State of New York. Residence halls are nonetheless designed to facilitate and support student contact and interaction. By choosing to live on campus, students acknowledge and assume those risks that cannot be fully mitigated by reasonable measures.

Housing Term Dates

- A. Housing dates for the fall 2020 term are Aug. 19, 2020 – Nov. 25, 2020.
- B. Housing dates for the spring 2021 term are Jan. 19, 2021 - May 16, 2021.

Eligibility

- A. The University may test all residents for active COVID-19 infection on campus prior to moving students into the residence halls. Any such testing must be done within the parameters set by the University. In the absence of testing, the University will screen all students for symptoms upon arrival to campus and prior to moving into the residence halls. If tested, students must provide health insurance information; however, in no event will students be expected to bear any out-of-pocket cost for University COVID-19 testing required to move into campus residence halls.
- B. Students who test positive or report symptoms consistent with possible COVID-19 infection will not be permitted to move into the residence halls. Any such student will be given the option to either return home or be housed in a designated campus isolation/quarantine hall as space permits.
- C. Residential students may be required to be re-tested throughout the academic year. To maintain eligibility for on-campus housing, residents must comply with any on-going COVID-19 testing requirements as mandated by New York state, the State University of New York or Binghamton University during their period of occupancy.

Move In

- A. Move-in will take place on a staggered basis between Aug. 19 and Aug. 25. Students will be assigned a time/date for move-in and must move in during their assigned time.
- B. Each student may have one person accompany them to campus. However, only the student may enter the building. Guests will not be permitted to assist with move-in. Any student requiring special assistance to move in must contact Services for Students with

Disabilities (SSD) at least 10 days in advance of their move-in date to request University assistance.

Occupancy

- A. Terms of occupancy are subject to change should future government directives so require. Residential Life reserves the right to relocate students to alternative housing as necessary to comply with public health directives due to COVID-19 or other public health emergency. Relocation does not constitute a termination of the University Housing License.
- B. The residence halls will close for the fall semester at 2 p.m. Wednesday, Nov. 25, 2020. Students must vacate their room for the fall semester by this time. Students who are returning for the spring 2020 semester may leave their belongings in their room. Students who are not returning for the spring semester must remove all belongings.
- C. Students needing to remain on campus beyond Nov 25 must apply to Residential Life for an extension. Requests for extensions will be considered on a case-by-case basis. Students granted an extension will be assessed a daily housing rate.

Room Changes and Vacancies

- A. Residential Life's ability to accommodate room change requests will be very limited when requested for any reason not required by law.

Room Rate Adjustments

- A. After a resident has occupied residential facilities, no room-rate adjustment is available for the balance of the year if the resident continues to be enrolled in classes at Binghamton University, except as otherwise provided in the Housing License.
- B. Upon reasonable notice, residents may be required to vacate the residence halls on a temporary or permanent basis in accordance with state, county or University mandates and requirements. In the event that Residential Life terminates housing due to public health concerns, the University will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.
- C. The residence halls will close for the fall semester on Nov. 25. No room rate adjustments will be provided between this date and the end of the fall semester.

Housing Accommodations

- A. Students with documented disabilities or serious medical conditions may request housing accommodations via Services for Students with Disabilities (SSD). Residential Life has reserved a reasonable number of housing spaces to meet additional demand related to vulnerability to COVID-19.

Cancellations and Penalties

- A. Due to COVID-19, exceptions to the residency requirement for first-year students to live on campus will be granted upon timely request. First-year students seeking exception to the residency requirement in order to live off campus must obtain a waiver from Residential Life by the specified deadline.
- B. New students who do not obtain a waiver by the deadline and do not select a room during new student room selection will be housed by Residential Life at the conclusion of the self-selection process.
- C. Once assigned (whether through the room selection process or by Residential Life), new students are no longer eligible to obtain a waiver or cancel housing and will be liable for

housing charges for the entire academic year per the standard terms of the Housing License.

- D. Returning students are being granted an additional window to cancel housing that shall have a start and end date to be announced. After the specified deadline date, requests by returning students to cancel housing will be denied and the student will be liable for housing charges for the entire academic year per the Housing License. Exceptions will only be made for students who are not enrolled for the fall 2020 semester.

Break Housing

- A. All residence halls will remain open from Aug. 19, 2020 – Nov. 25, 2020, and from Jan. 19, 2021 - May 16, 2020. Residents can remain in their residence hall throughout all of these dates, even during breaks in the academic calendar, if any.
- B. During any academic break periods, there will be limited services available including dining, transportation and staffing. Regular maintenance and cleaning service is not available during break periods.
- C. Room rates for Delaware, Mohawk and Windham will be adjusted to reflect the current non-break room rates for the area.

Safety and Security

To reduce the spread of COVID-19 and to protect the health and safety of the entire community the following will apply:

- A. At any time, the University may request or require a resident to leave housing when that resident's continued presence in campus housing poses a health or safety risk related to COVID-19. Residential students are required to comply with requests from the University to move from their assigned space due to COVID-19 or other public health emergency.
- B. Residential Life may reassign students to a different room or building on or off campus as necessary to effectuate quarantine or isolation, or to otherwise follow public health guidelines and directives related to COVID-19.
- C. Students who are required by University or public health officials to isolate or self-quarantine must comply with all instructions and protocols related to isolation and quarantine.
- D. Residents agree to comply with current and future federal, state and local government executive orders and directives as well as SUNY and Binghamton University requirements, as pertain to COVID-19.
- E. Residents shall comply with all the following obligations under the University's COVID-19 fall 2020 re-opening plan:
 - i. Report COVID-19-like symptoms including fever (subjective or temperature 100° F or more), chills, headache, muscle pain, sore throat, cough or shortness of breath or difficulty breathing, new loss of taste or smell as well as other less-common symptoms including nausea, vomiting and/or diarrhea immediately to the Decker Student Health Services Center (607-777-2221).
 - ii. Students reporting these symptoms must isolate in their room until receiving medical guidance.
- F. In keeping with New York state and SUNY System requirements related to COVID-19, the following physical distancing expectations will be in place. These expectations are subject to change as guidance and requirements from the State of New York, Broome County and SUNY system are modified.

- a. Interactions with others **MUST** be limited and physical distancing requirements to remain at least 6 feet from others when outside of the student's room must **ALWAYS** be followed, except as specifically permitted otherwise by the University.
- b. Students may only enter the residence hall where they reside and building access will be limited to the student's assigned building. Off-campus guests, including non-residential University students, are not permitted to enter the residence halls as guests.
- c. Gatherings of more than 10 people are prohibited.
- d. Students who enter a common space where others are present must maintain physical distancing requirements or leave the space.
- e. Residents must cover their noses and mouths with a mask or cloth face covering when in public spaces in the residence halls including but not limited to hallways, kitchens, lounges, laundry rooms and elevators.

Failure to Comply With Agreement

Students who fail to comply with the terms of this addendum including violation of social distancing standards and quarantine/isolation requirements may be administratively removed from University housing. Such action will ordinarily be taken only after prior warning and repeated non-compliant behavior; however, the University reserves the right to remove a student on the basis of a single substantial and intentional violation of the COVID-19-related safety measures noted here and in other University official communications. Students administratively removed from housing will not be considered in good standing as pertains to eligibility for credits or refunds and will be financially liable for their housing and meal plan, subject to meal plan policy, for the entire academic year.

Hold Harmless

You agree to release the University, its agents and employees from any and all damages, liability, claims, expenses or loss (collectively, "Claims") resulting from or arising out of your use of space within University housing, including those related to the potential exposure to contagious viruses like COVID-19, and to indemnify and hold harmless the University, its agents and employees from any claims resulting from or arising out of your breach of the terms and conditions of your housing contract. You understand that, by residing on campus, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19.

Force Majeure. If Binghamton University 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 or national emergency, or any other cause or event beyond the University's control, then the University shall be excused from performance of this License Agreement and will not have any liability in connection herewith.

STUDENT understands that this document is written to be as broad and inclusive as legally permitted by and under New York state law. STUDENT agrees that if any portion is held invalid or unenforceable, STUDENT will continue to be bound by the remaining terms.

STUDENT has read and understands this document, and is signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to STUDENT.