

Binghamton University Housing License Agreement 2023-2024

This License Agreement is a commitment for the entire academic year. Students will not be released from the financial obligations under this agreement except as expressly noted in Section III below.

Notices in connection with this Agreement may be given by Binghamton University via email. It is each student's responsibility to monitor and respond, on a timely basis, to messages sent through Binghamton University email.

I. GENERAL TERMS AND CONDITIONS.

- a. This Agreement is a license and not a lease, does not create or constitute an interest or right in real property, and can be terminated at any time by the University for due cause or as provided herein. 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 does not entitle the student to a particular roommate; room and roommate assignments are subject to change as provided in this Agreement and/or University policies and procedures as in effect from time to time.
- b. This Agreement becomes binding on the student when the student reserves a room and remains in effect through the closing of the residence halls at the end of the spring 2024 semester including all break periods. This Agreement is also in effect during summer orientation and summer housing for students who have been authorized to participate in such activities.
- c. Failure to occupy an assigned space after this Agreement becomes binding on a student does not relieve the student of the responsibility to fulfill its terms. Likewise, a student who occupies a space without otherwise becoming subject to the Agreement is nevertheless responsible for all its terms and conditions. For purposes of this Agreement, 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.
- d. All first-year students, regardless of credit hours earned, are required to live in University housing for their first academic year. Local students (those with an established permanent residence within a 45 mile radius of Binghamton University) are exempt from this requirement. Students 21 and older and students who are married are also exempt from this requirement.
- e. All residents in University housing, except those living in the Apartments Community, are required to participate in one of the resident dining programs for which they are eligible. If a student does not enroll in a resident dining program, the University may assign the student to a resident dining program of its choosing and bill the student accordingly.
- f. Residents in University housing are expected to conduct themselves in a manner appropriate to a community living environment. Residents must comply with all applicable Binghamton University policies, procedures, rules and regulations, as in effect from time to time (including without limitation the Code of Student Conduct).
- g. 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, or as otherwise provided in this Agreement or in applicable University policies, procedures, rules and regulations.
- h. Students needing to remain on campus during breaks for which the residence halls close in the fall and spring semesters may apply to do so prior to the start of the break. Students who are permitted to remain on campus during breaks will incur an additional cost to do so. Specific rates and billing information will be provided at the time of application.

II. ELIGIBILITY.

- a. Except as otherwise provided in this Agreement, all residents must be enrolled at Binghamton University as full-time matriculated students to obtain University housing.
- b. Once a full-time student occupies University housing, dropping below full-time status does not automatically terminate this agreement.
- c. Binghamton Advantage Program students are eligible to live in Binghamton University Residence Halls and are subject to all of the same terms and conditions of housing as apply to Binghamton University students.
- d. All residents must comply with applicable NYS Public Health Law requirements and Binghamton University policies on tuberculosis screening.
- e. Residents not officially registered for classes at the University, who withdraw or who are mandated to leave by the University are required to vacate their rooms within 48 hours of becoming ineligible, unless otherwise authorized. Once checked out, students may only be present in the residence halls in accordance with the guest policy as stated in Section IV. 8. below.
- f. Housing requests from students who have a felony conviction will be considered on an individual basis. Students may be required to submit court records and other information as required by SUNY Board of Trustees Policy to be used in assessing their eligibility for on campus housing.
- g. Housing requests from students who have been suspended or dismissed from another college or university will be considered on an individual basis. Students may be required to submit appropriate documentation from their previous institution to be used in assessing their eligibility for on campus housing.

III. OCCUPANCY GUIDELINES AND FINANCIAL OBLIGATIONS

1. Housing Assignments.

- a. Binghamton University will not classify students for housing purposes 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.
- b. Students are not guaranteed specific housing assignments and are liable for payment of housing charges at the specified rate of the room to which they are assigned. Residents are prohibited from switching rooms without prior University authorization. The license granted by this Agreement, and/or any other right under this Agreement, may not be transferred by the student, by operation of law or otherwise, nor may the student assign or sublet their right of occupancy created by this Agreement or permit any part of their room, flat, suite or apartment to be shared by persons not assigned to that space. Any purported transfer, assignment or subletting in violation of this paragraph shall be void.
- c. Some students may be assigned temporarily to share a room above designed capacity. These students may be required to accept re-assignment to a regular occupancy room as vacancies become available. Residents are entitled to a daily prorated room-rate adjustment until they are moved to a regular-occupancy room. Residents who voluntarily choose and are permitted by the University to live in an over-occupied room are ineligible for any adjustment or refund.

2. Room Changes and Vacancies.

- a. The University reserves the right to administratively assign students to fill vacancies and make changes in room assignments. This includes but is not limited to the right to move students who violate the Code of Student Conduct or to mitigate roommate conflicts.
- b. Consideration is given to student-initiated requests for room changes through an established waitlist process. Any such changes may be granted or denied in the sole discretion of the University.
- c. Residents who have a vacancy in their room may not assume occupancy of the entire room or deny access to prospective roommates.

3. Room Rate Adjustments.

- a. After a resident has occupied residential facilities, no room-rate adjustment is available for the balance of that academic year (and the resident remains financially responsible for all housing costs for the year) if the resident vacates on-campus housing unless the student withdraws from the University or as otherwise expressly provided in this Agreement.
- b. Upon reasonable notice, residents may be required to vacate the residence halls on a temporary or permanent basis in accordance with governmental or University mandates and requirements. In the event that the University requires a student to vacate housing in accordance with such mandates without assigning the student to replacement housing, the University may offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.
- c. Residents removed from University housing for disciplinary reasons are ineligible for room-rate adjustments and will be responsible for the charge for the entirety of the remaining semester.
- d. Residential Life will work with campus and community partners to resolve facilities related concerns as quickly as possible. However, room rate adjustments are not provided as the result of facilities related issues including power outages, water main breaks, and other similar events. The University may charge residents for any extraordinary or unreasonable use of utilities.

4. Release from Housing and Related Charges.

- a. Once a student selects a room in the returning student housing process, they are committed to on-campus housing for the entire academic year and will remain financially responsible for the cost of their housing assignment for the entire year. Cancellations are not permitted. The only exceptions will be for students who enroll in a study abroad program or withdraw from the University after committing to University housing; in such cases students may petition for release from housing but the student will be responsible for a \$200 cancellation charge. Residents who withdraw for the fall semester after November 20, 2023 but remain students at the University for the spring 2024 semester must fulfill the terms of this Agreement for the spring semester and remain in University housing.
- b. Transfer students who select a room in the new student housing process have 14 days from the day they are assigned or select their room to cancel their housing. That cancellation must be requested prior to the published residence hall opening date for the semester.

- c. Fall residents who will not be enrolled as Binghamton University students for the spring semester or who are participating in a study abroad or exchange program or are called to active military service may petition for release from
- d. their housing for spring semester. A petition for release from housing must be submitted and approved no later than November 20, 2023, at 4:30 p.m. to avoid a \$200 late charge. Approved releases after this deadline will result in a \$200 late charge. Study Abroad students who provide documentation that they enrolled in the program after the deadline will not be billed the late charge.

5. Disability/Medical Related Accommodations.

- a. To be eligible for housing accommodations the student must have a documented disability, or serious medical condition that necessitates adjustments to their on-campus living environment. Services for Students with Disabilities (SSD) is the designated entity on campus to review all disability documentation as it relates to housing. Housing accommodations require review of completed appropriate forms and provider documentation, as well as an interactive discussion with an assigned SSD staff member.

6. Summer Occupancy.

- a. This Agreement is also in effect for summer 2024 for those students who request and are granted permission to live in University housing during the summer.
- b. Residents who live in the Apartments Community during the 2023-2024 academic year 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 Apartments Community will be housed in the apartments for the 2024 Summer Session.
- c. Residents living in the Apartments Community 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 in accordance with the check-out deadline for Summer Session Term II.

7. Early Arrivals.

- a. Residents may not occupy or deliver items to their rooms, flats, suites or apartments prior to the official opening date unless an early arrival request has been submitted and approved by Residential Life.
- b. Approved early arrivals will be assessed daily housing charges at a per diem rate determined by the University from the date of early check-in until the date the residence halls officially open for the semester.

8. Late Arrivals.

- a. It is the student's responsibility to contact the area office for the residential community to which they are assigned if they will be arriving after the semester's classes have begun. Failure to take occupancy on the first day of the semester's classes without notifying and receiving approval from Residential Life may result in forfeiture of the student's housing assignment. In such cases the student will be assessed a cancellation charge of \$200 if they are no longer enrolled at the University and will be responsible for all housing costs in accordance with Section 4 if they remain enrolled at the University.

9. Move-in/Check-In.

- a. For verification, each resident must produce identification prior to being given access to their assigned room, flat, suite or apartment.
- b. Each resident must complete an online Room Condition Report(s) (RCRs) within 24 hours of occupancy. These reports are the basis for assessment of any damage and/or loss attributable to the resident at the termination of occupancy. Failure to complete and submit the form(s) results in the resident's assumption of responsibility for any damage evident in the room, flat, suite or apartment in accordance with the terms of this Agreement.

10. Check-Out.

- a. Residents must vacate their assigned room, flat, suite or apartment 24 hours after their last exam or by the date stipulated in the official University calendar, whichever comes first.
- b. Rooms, flats, suites or apartments are not considered properly vacated until all personal possessions are removed and the keys are returned.
- c. Residents failing to properly and timely vacate University residential facilities and to properly notify Residential Life staff that they have vacated their room will incur daily housing charges at a per diem rate determined by the University until they do so.
- d. Failure to return keys and/ or access cards upon check-out will result in charges assessed for lock and/or key access replacement.
- e. 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. The University may charge residents for any cleaning necessary as a result of their failure to fulfill this obligation.
- f. Residents must follow the published check-out process; for questions students should contact the area office of their residential community. Residents may identify and accept responsibility for any changes in the condition of their room based on the RCR (see IV. 2. Damage). Residents who are unable to coordinate a check-out time with a staff member may elect to check out using the express checkout process and, in such cases, a Residential Life Staff member will assess damages after the student has departed.
- g. Any personal belongings remaining in a resident's assigned room, flat, suite or apartment following the applicable departure time (or earlier termination of occupancy as provided in this Agreement) may be disposed of by the University in its sole discretion without further notice or liability to the resident.

IV. USE, CARE, AND RESPONSIBILITIES

1. Cleaning.

- a. 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.
- b. Physical Facilities staff may enter rooms on a regular basis to clean bathrooms and may enter all areas during break periods to clean rooms, flats, suites or apartments as needed. Physical Facilities staff do not clean bathrooms in the Apartments.
- c. 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. Contact Health Services for proper disposal instructions.

2. Damage.

- a. Residents are responsible for any damage they cause, whether by intentional or unintentional acts or omissions, to their room, flat, suite, apartment, private or shared restrooms, or to University-owned contents contained therein. All occupants of the applicable room, bedroom, flat, suite or apartment will equally share financial responsibility for any such damages if the individual(s) responsible cannot be determined.
- b. All assessed damages as identified 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 was properly checked-out by a staff member 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 charges assessed by Residential Life Staff after the student has departed.
- c. All residents within a reasonably defined area (e.g., floor, wing, hallway, building, etc.) will equally share financial responsibility for any damages in stairwells, corridors, elevators, floor or building lounges or lobbies, common or public bathrooms, or other common areas if the individual(s) responsible cannot be determined.
- d. 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 obtained by contacting the residential community office where the student lived when the damage occurred.

3. Repairs.

- a. Residents are responsible for reporting the need for repairs to their assigned rooms, flats, suites or apartments or University-owned contents contained therein. Residents may not make repairs to any University space or University-owned contents.
- b. 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.

- a. Residents may decorate their room, flat, suite or apartment, with the understanding that any resulting damages will be assessed to the resident(s) responsible in accordance with Section IV.2.
- b. No residence door may have more than four items/decorations posted on its exterior surface.
- c. Residents may use noncombustible decorating materials only.
- d. 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 room or to interfere with fire detection and/or prevention equipment.

- e. 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 or inhibit egress. 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.
- f. Affixing anything to the ceiling or on a wall within 18 inches of the ceiling, or to exposed pipes within a room, is expressly prohibited.
- g. Wall decorations cannot cover more than 20% of the permitted wall space.

5. Structural Modifications.

- a. 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.
- b. Screens may not be removed from windows and security screen tabs may not be tampered with or removed, other than in the event of emergency egress.

6. Furniture and Equipment.

- a. Furniture and equipment provided by the University may not be removed from rooms, flats, suites, apartments or common areas. No indoor furniture may be placed on porches or decks of apartments.
- b. 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 (non-electric). Use of cinder blocks and lofts is not permitted.
- c. Any furniture that has been modified or damaged by students or is missing during inspection times or at move-out will be replaced or repaired by the University, at its option, at the expense of the residents of that particular residential area as determined consistent with Section IV.2 (a) or (c) (as applicable).

7. Painting.

- a. Residents are not allowed to spackle or paint walls in any residence hall.

8. Guests.

- a. Residents may have guests including 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.
- b. 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, provided that residents of family apartments in Susquehanna Community may have overnight guests younger than 14 years of age.

- c. Residents are responsible for the conduct of their guests (including without limitation any damage caused by guests) and must accompany their guests continuously for the duration of the visit. Guests whose behavior or presence violates University policy, detracts from the community atmosphere, or impinges on any University student or employee, may be required to immediately vacate University housing facilities.
- d. Notwithstanding the terms of this Agreement, Residential Life reserves the right to impose additional restrictions on the guest policy, including but not limited to the prohibition of guests from other residence halls or external guests.

9. Quiet/Courtesy Hours.

- a. Courtesy hours are in effect 24 hours per day. Courtesy hours mean that students are expected to refrain from noise which is a disturbance to another member of the community. Students should cooperate with all reasonable requests from other community members when asked to lower their noise level.
- b. Quiet hours are in effect from, midnight to 8 a.m. Sunday night through Friday morning. From Friday night through Sunday morning, quiet hours are 2 a.m. to 10 a.m. During quiet hours noise should not be heard outside of a student's door or in adjacent rooms. Music, video games, televisions and other noise generating devices should be at a lower level so they are not likely to be heard outside of the students room.
- c. 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.
- d. Susquehanna Community with the exception of Brandywine and floors designated as Quiet Living have 24-hour quiet hours, seven days a week, throughout the year.

10. Smoking.

- a. Binghamton University is a tobacco free campus. This includes the use of hookah, e-hookah, vaporizers and/or e-cigarette devices. Residents are responsible for any damage caused by smoking to the same extent as they are responsible for other damage to University premises as described in this Agreement. Damage includes, but is not limited to, deodorizing carpet or upholstered objects, additional paint preparation, replacement of window coverings, and repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage.

11. Pets.

- a. Pets are not allowed in any University-operated housing facility. Service animals for individuals with visual or physical disabilities, and emotional support animals, are permitted if approved by Services for Students with Disabilities in accordance with applicable University policies, procedures, rules and regulations.
- b. The only exception is with agreement of all residents of the room, flat, suite, or apartment; a resident may keep small fish in a properly maintained bowl, tank or other appropriate container with a capacity no greater than ten gallons. Aquarium power heads, heaters or similar devices are not permitted.

12. Noxious Odors.

- a. 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) must correct the matter as directed by Residential Life staff.

13. Commercial Activities.

- a. Students engaging in commercial activity on campus must abide by all SUNY and University policies including without limitation: University guest policy, University Computer and Network Policy, SUNY Business and Commercial Activities policy and SUNY Commercial Use policy.

14. Storage of Vehicles.

- a. The storage of motor vehicles of any kind is prohibited in University residential facilities.
- b. 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 their tires removed and not hinder any individuals' egress.
- c. Bicycles are not permitted in or attached to breezeways, light posts, or stairwells.
- d. University Police will remove abandoned bicycles from bike racks on an annual basis in the summer. These bicycles may be disposed of by the University in its sole discretion without further notice or liability to the resident.
- e. Blocking of fire exits by any vehicle parked either inside or outside a building is prohibited.

15. Personal Property; Injury.

- a. No storage is provided outside a student's room, flat, suite or apartment, except on a limited basis for students residing in Dickinson Community.
- b. The University reserves the right to dispose of any item(s) that are deemed a health or safety hazard unless immediately removed.
- c. The University shall not be liable for any personal injuries sustained by a resident or by any of the resident's guests or invitees in or about the resident's room, flat, suite or apartment, or other areas in or about the University's residence facilities, or for any loss of, damage to or theft of the resident's personal belongings or those of the resident's guests or invitees, resulting from any cause whatsoever unless the injury, loss, damage or theft is caused by the intentional or grossly negligent act or omission of the University or its employees. The resident releases the University and its trustees, officers, employees, agents, contractors and representatives from any and all claims the resident may have in the future, waives all such claims, and agrees not to sue the University or its trustees, officers, employees, agents, contractors and/or representatives for any such claims, for liability arising out of any such injury, loss, damage or theft, including but not limited to claims arising out of the negligent acts or omissions of any or all of the foregoing persons/entities or others. The resident recognizes and agrees that all personal belongings, whether kept in the resident's room, flat, suite or apartment, any storage area or elsewhere on the University campus, shall be kept at the resident's sole risk and that, subject to the preceding sentence, the University shall not be liable for any loss of, or damage to, personal belongings. Accordingly, the University strongly recommends that the resident obtain appropriate insurance coverage sufficient to cover loss, damage or theft of personal belongings.

16. Laundry Facilities.

- a. Use of laundry facilities located in any University residential building is limited to only those students living on-campus. Students living off-campus or external guests are not permitted to use the laundry facilities in any University residential building.

V. SAFETY AND SECURITY

1. Personal Conduct.

- a. It is the responsibility of all students to observe recognized standards of conduct that permit all residents to live in and maintain a safe, secure environment. In addition to potential disciplinary consequences, failure to comply with conditions of this Agreement and applicable University policies, procedures, rules and/or regulations may impact a student's housing placement, and/or their ability to fully participate in housing selection processes.
- b. Activities that could endanger the safety of persons and/or damage property are prohibited within the residence halls. This includes, but is not limited to, playing floor hockey, throwing a Frisbee or football, use or storage of hoverboards, or playing any other sports in the residence halls 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. Activities that could endanger the safety of persons and/or damage property are also prohibited on the grounds of the residential communities; this includes but is not limited to the use of hoverboards, firing toy guns and the use of hazardous projectiles. Determinations by authorized University personnel as to the permissibility of specific activities shall be final and conclusive.
- c. Camping is prohibited on the grounds of the residential communities pursuant to the Camping on Campus Policy.
- d. Residents should keep their rooms, suites, flats, or apartments locked at all times.
- e. 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, or is determined by the University to be responsible, for the violation.
- f. In addition to violations of the Code of Student Conduct and of this Agreement, residents will be accountable through established University procedures and programs for instances of acute and/or repeated intoxication and alcohol abuse.

2. Keys.

- a. 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.
- b. 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.

- a. Items not permitted in all rooms, flats, suites, or apartments include non-UL approved electrical items, halogen lamps, multi-headed lamps with plastic shades, extension cords, personal refrigerators larger than 5.5 cu. ft. (refrigerators less than 5.5 cubic feet are

permissible), microwaves larger than 1,000 watts (microwaves less than 1,000 watts are permissible), kerosene lamps, space heaters, propane and other flammable liquids or harmful chemicals, window air conditioning units not provided by the University, mercury thermometers, fog and smoke machines, clothes washers and dryers, freestanding freezers larger than 5.5 cu. ft.(freezers less than 5.5 cubic feet are permissible) , dishwashers, air conditioners, hot tubs, waterbeds, neon signs, wax or oil burners, natural holiday trees, and any items otherwise prohibited by University policy.

- b. Deep-fat fryers, toaster ovens, waffle makers, gasoline stoves or open-flame cooking appliances, sternos, immersible heaters and open-coil hot pots and hot plates are not permitted in rooms, flats, suites, or apartments.
- c. Coffeemakers with hot plates, or similar warming plates, are not permitted. Coffeemakers with internal heating devices, such as ©Keurig or ©Tassimo, are permissible.
- d. Air fryers, toasters, rice cookers, and crock pots are not permitted for use in any bedroom, or in flat or suite areas, but can be used within the common area kitchen in a residence hall or the kitchen area only of an apartment. Storage of these items is permitted in bedrooms, flats, and or suites as long as the unit has cooled, and it is not plugged in. 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.
- e. UL-approved surge protected power strips and plug adapters with reset switches are permitted but cannot be connected to another similar item to add length to an outlet. Power strips, extension cords, and plug adapters without surge protection are prohibited.
- f. The possession or use of any type of firearm, ammunition, gunpowder, fireworks, air rifle, air pistol, spring-powered pellet (or "BB") gun, paintball gun, blade-based weapon, knife over six inches in length, sword, chukka stick, throwing star, brass knuckles, slingshot devices, chemical/biological weapon, or any other substance or device designed to harm or incapacitate, is prohibited.
- g. Determinations by authorized University personnel as to the permissibility of specific items shall be final and conclusive.

4. Open Flames, Incense and Candles.

- a. Open flames of any type are prohibited.
- b. Candles or incense of any type are not permitted in student rooms, flats, suites or apartments even if unlit, unused, or for decorative purposes, except as provided in Section 4(c).
- c. Permission must be obtained from the Resident Director or Community Director to use candles or incense 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, and may not be brought back to the bedroom, flat, suite, or apartment.

5. Fire Safety.

- a. All persons must evacuate the building when a fire alarm sounds.
- b. All persons may face disciplinary action and/or arrest if they fail to evacuate; cause false alarms without reasonable cause; interfere with the proper functioning of a fire prevention or detection system; tamper with or remove fire hoses, extinguishers, smoke or heat detectors, carbon monoxide detectors, or fire safety apparatus; disable or cover room, flat, 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.

- c. As required by NYS law, the University 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 New York State University Police at Binghamton. In addition to these devices Rockland, Saratoga, Cascade, Hunter, Marcy, Windham, Digman, Johnson, O'Connor, Old Digman, Rafuse, Bingham, Broome, Delaware, Endicott and Mohawk, Old Rafuse Halls have building-wide sprinkler systems in place. Oneida, Onondaga, Cayuga, 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 Annual Security and Fire Report at <https://www.binghamton.edu/student-handbook/asfr.html> . You also have the right to obtain a paper copy of the Report by contacting Human Resources at 607-777-2187.

6. Inspections and Other Entry.

- a. Inspections are conducted by the residential community staff on a regular basis and at the beginning of each vacation or recess period.
- b. University personnel must carry University identification, present it on request, and announce their purpose for entry.
- c. Except as provided in Section V.6.(e), 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.
- d. The University reserves the right to enter, repair, inventory, inspect, or search, and students expressly consent to such activities, in any student space at any time and for any reason, including but not limited to health and safety inspections of residence hall rooms. This includes Residential Life staff, University Police Department officers, Physical Facilities staff, and any other University employees or contractors who have a legitimate need to enter the space.
- e. Without limiting the authority described in Section V.6.(d), the University specifically reserves the right to enter a student's room, flat, suite, or apartment at any time without notice in the event of an emergency or in the event University personnel have reason to believe that such action is warranted in connection with suspected violations of applicable law or University policies, procedures, rules or regulations, in each case subject to any applicable procedural requirements set forth in the Student Handbook or other University policies, procedures, rules or regulations. Residents are required to comply with all authorized requests for entry.

7. Security.

- a. All residence halls are equipped with electronic door-access security systems. Propping doors and tampering with access security systems are strictly prohibited.
- b. The University has surveillance cameras that are used in and around the residence halls to help assist with overall security measures. Cameras are not a guarantee of safety nor are cameras guaranteed in all residential locations. Cameras are not placed in locations where residents and guests have a reasonable right to privacy.

VI. MISCELLANEOUS

1. Permission to Disclose Information.

- a. The resident grants permission to the University to contact and disclose any and all information related to the student's occupancy of their assigned room, flat, suite or apartment to their parent(s) or guardian(s) at any time during the term of this Agreement. The purpose of this disclosure is to enable the University to exercise its rights and responsibilities in connection with the operation of its residential facilities.

2. Changes to this Agreement, No Waiver.

- a. The University reserves the right to make changes to this document with appropriate notice. No other changes to this Agreement shall be valid unless in writing and signed by authorized University personnel. The University's exercise of, or failure to exercise, any right or remedy under this Agreement shall not be considered a waiver of any other right or remedy or of the University's right to exercise that or any other right or remedy in the future.

3. Binding Effect.

- a. This Agreement shall be binding upon the resident, as well as the resident's successors, executors, personal representatives, heirs and assigns.

4. Governing Law.

- a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles. Any student or other person financially responsible with respect to this Agreement consents to be subject to the power and authority of the courts of the State of New York. Any legal action for the enforcement of any term or provision of this Agreement shall be brought in the appropriate court in New York State. The New York State Court of Claims is the only venue in which a student may sue the university.

5. Force Majeure.

- a. If Binghamton University is unable to perform any or all of 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 reasonable control, then the University shall be excused from performance of such obligations and will not have any liability in connection therewith.

6. Severability, Etc.

- a. Resident understands that this document is written to be as broad and inclusive as legally permitted by and under New York state law. Resident agrees that if any portion is held invalid or unenforceable, Resident will continue to be bound by the remaining terms; provided, however, that if the invalid provision may be modified or reformed so as to be valid as a matter of law, then the provision shall be deemed to be modified or reformed to be enforceable to the maximum extent permitted by law. Resident 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 Resident.