University Housing License 2021-2022

This license obligates the student to remain in on-campus housing for the entire academic year. Mid-year cancellations are not permitted except as noted in section III.5. below.

Students living in University housing agree to abide by the stated regulations.

It is each student’s responsibility to monitor and respond to messages sent through Binghamton University email.

I. GENERAL TERMS AND CONDITIONS.
   a. 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.
   b. This license is in effect from the day a student reserves a room through the closing of the residence halls at the end of the spring 2022 semester including all break periods. This license is also in effect during summer orientation and summer housing.
   c. 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.
   d. All first-year students, regardless of credit hours earned, are required to live in University housing for their first academic year. Local students (from Broome, Tioga or Southern Chenango counties) are 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.
   f. 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 Code 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.
   g. Students needing to remain on campus during breaks 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. All residents must be enrolled at Binghamton University as a full-time matriculated student.
   b. Dropping below full-time status does not terminate this agreement. Students who drop below full-time status and are continuing as a student will be held to the terms and conditions of the housing license. However, students who drop below 8 credits may be required to move out unless they demonstrate they are making satisfactory academic progress.
   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 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 directed. 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. Any student who is administratively removed from University housing may 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.

g. 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.

h. 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 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.

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. Residents cannot permit any part of their rooms, suites or apartments to be shared by persons not assigned to that space.

c. 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. 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.

2. Occupancy.

a. 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.

b. 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.

c. Residents failing to properly vacate University residential facilities and to properly notify Residential Life staff that they have vacated their room 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.
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 engaging in acts of harassment as defined in 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.
c. Residents who have a vacancy in their room may not assume occupancy of the entire room or deny access to prospective roommates.

4. Room Rate Adjustments.

a. 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 unless the student withdraws.
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. 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.
e. In order to comply with directives and/or guidance from public health and/or government officials, the University may impose additional limitations, restrictions, or policies for the health and safety of the community including but not limited to restrictions on gathering sizes, limitations on the presence of guests in buildings, wearing of masks etc. If implemented, these expectations will be provided to students. Students who violate these restrictions, may be subject to termination of campus housing. In the event of such termination, the student will not be entitled to any refunds or credits of housing or dining fees.
f. In order to comply with directives and/or guidance from public health and/or government officials, the University may reduce or eliminate student or academic support services, including but not limited to library access, dining services, and recreation services. students will not be entitled to a rebate or credit or any housing fees in the event of a reduction or elimination.

5. Cancellations and Penalties.

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. Cancellations are not permitted. The only exceptions will be for students who are enrolled in a study abroad program or leaving the University. Students who are eligible to cancel will be billed a $200 cancellation charge. The charge will be waived for study abroad students who demonstrate that they were accepted into their program after housing-ups.
b. Transfer students who select a room in the new student housing process have 14 days from the day they select their room or receive a housing assignment to cancel their housing up until the published residence hall opening date for the semester.

c. Residents who withdraw for the fall semester after November 22, 2021, but remain students at the University for the spring 2022 semester must fulfill the terms of the University Housing License for the spring semester and remain in University housing.

d. Fall 2021 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 military service may request permission to cancel their housing for spring 2022 semester. A Request for Housing Cancellation must be submitted and approved no later than November 12, 2021, at 4:30 p.m. to avoid a $200 late cancellation charge. Approved cancellations after November 12, 2021 will result in a $200 late cancellation charge. Study Abroad students who provide documentation that they enrolled in the program after the November 12 deadline will not be billed the late cancellation charge.

e. Designation as a remote learner (student who chooses to attend all of their classes remotely) does not constitute a basis for release from the financial obligation for housing under the University Housing License.

6. Disability/Medical Related Accommodations.

a. Students with documented long-term or permanent disabilities or serious medical conditions may request housing accommodations. To be eligible for housing accommodations the student must have a disability, or serious medical condition that necessitates adjustments to the living environment. Services for Students with Disabilities (SSD) is the designated entity on campus to review all disability documentation as it relates to housing.

b. Students seeking an emotional support animal must complete the application process and receive approval from Services for Students with Disabilities.

7. Summer Occupancy.

a. This license is also in effect for summer 2022.

b. Residents who live in the Apartments Community during the 2021-2022 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 2022 Summer Session.

c. Spring semester residents of the Apartments Community who are not continuing their residency through the summer must vacate 24 hours after their last exam in May.

d. 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.

8. Early Arrivals.

a. Residents may not deliver items to or occupy their rooms, 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 charged nightly room rent from the date of early check-in until the date the residence halls officially open for the semester.

9. Late Arrivals.

a. It is the student’s responsibility to contact the residential community housing office to which they are assigned if they will be arriving after the semester’s classes have begun. Failure to take occupancy by 4:30 p.m. on the first day of the semester’s classes may result in forfeiture of the student’s housing assignment or a cancellation charge of $200.

b. All students who do not check-in, but are still enrolled at the University will be responsible to fulfill the terms and conditions of the Housing License including all housing costs.

10. Move-in/Check-In.

a. For verification, each resident must produce identification prior to being given access to their assigned room.

b. Each resident must complete an online Room Condition Report(s) (RCRs) within 24 hours 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. These reports are the basis for assessment of any damage and/or loss attributable to the resident at the termination of occupancy.

11. Check-Out.

a. Rooms, suites or apartments are not considered properly vacated until all personal possessions are removed and the keys are returned.

b. Residents failing to properly vacate will incur daily housing charges until they do so.

c. Failure to return keys and/or access cards upon check-out will result in charges assessed for lock and/or key access replacement.

d. 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.

e. Residents 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 who are unable to coordinate a check-out time with a staff member may elect to check out using the express checkout process and Residential Life Staff member will assess damages after the student has departed.

f. 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.

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 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 means, to their entire room, flat, suite, apartment and private or shared restrooms, or to University-owned contents contained therein.

b. Upon arrival each resident should complete an online Room Condition Report. This report is used in assessing damage charges at the time of the resident’s departure.

c. 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 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 charged by Residential Life Staff after the student has departed.

d. 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.

e. 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.

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

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 damages to the room, suite or apartment will be assessed to the resident(s) responsible.

b. Wall decorations cannot cover more than 20% of the available area.

c. No residence door may have more than four items/decorations posted on it.

d. Residents may use noncombustible decorating materials only.

e. 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.
f. 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.

g. Affixing anything to the ceiling or on a wall within 18 inches of the ceiling is expressly prohibited.

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.

6. Furniture and Equipment.

a. Furniture and equipment provided by the University may not be removed from rooms, flats, suites, apartments or common areas.

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 are not permitted.

c. 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.

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

8. Guests.

a. Residential Life reserves the right to impose restrictions on the guest policy, including but not limited to the prohibition of guests from other residence halls or external guests.

b. 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.

c. 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.

d. Residents are responsible for the conduct of their guests and must be present for the duration of the visit. Guests whose behavior or presence detracts from the community atmosphere, or impinges on any resident, will be required to immediately vacate University housing facilities.
9. **Quiet/Courtesy Hours.**

   a. Since courtesy hours are in effect at all times, residents must cooperate with all reasonable requests to lower their noise level.
   b. During quiet hours, noise should not travel outside the confines of the room, suite or apartment.
   c. 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.
   d. 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.
   e. Susquehanna Community 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.

11. **Pets.**

    a. 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.
    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 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) will need to correct the matter.

13. **Commercial Activities.**

    a. Students engaging in commercial activity on campus must abide by all SUNY and University policies including: 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 its 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 are then donated or recycled.
    e. Blocking of fire exits by any vehicle parked either inside or outside a building is prohibited.
15. Personal Property.

a. The University is not responsible for loss, theft or damage of personal belongings.
b. No storage is provided outside a student’s room, flat, suite or apartment, except on a limited basis for students residing in Dickinson Community.
c. Personal property of residents is not covered by University insurance. Residents should carry their own insurance protection against loss or damage of personal property.
d. 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.
e. 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.

16. Laundry Facilities.

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

V. SAFETY AND SECURITY

1. Personal Conduct.

a. 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 on campus, 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. 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.
b. Camping is prohibited on the grounds of the residential communities.
c. Residents should keep their rooms, suites, flats, or apartments locked at all times.
d. 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.
e. 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.
f. 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.

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, but are not limited to, 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, kerosene heaters, propane and other chemicals, mercury thermometers, fog and smoke machines, clothes washers and dryers, freezers, dishwashers, heaters, air conditioners, hot tubs, and waterbeds.

b. Deep-fat fryers, toaster ovens, waffle makers, gasoline stoves or open-flame cooking appliances, sternos, immiscible heaters and open-coil hot pots and hot plates are also not permitted in all 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. 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.

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, blade-based weapon, sword, chukka stick or other dangerous object capable of inflicting physical harm or death and carried or used as a weapon is prohibited.

g. Open flames of any type are prohibited.

4. Incense and Candles.

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

b. 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.

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; 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.

c. 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 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 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](https://www.binghamton.edu/student-handbook/asfr.html). You also have the right to obtain a paper copy by contacting Human Resources at 607-777-2187.

6. Inspections.

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. 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 entry or entries into any student space at any time, including but not limited to health and safety inspections of residence hall rooms. This includes Residence 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.”


a. All residence halls are equipped with electronic door-access security systems.

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. Cameras are not placed in locations where residents and guests have a reasonable right to privacy. University Police is the sole department that has immediate access to camera data.

8. Public Health and Other Emergency Situations.

The following provisions may be enacted as necessary to comply with directives and/or guidance from public health or government officials:

a. 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.
b. Terms of occupancy are subject to change should directive from public health or government officials so require.
c. Residential Life reserves the right to relocate students to alternative housing as necessary to comply with public health directives and to manage emergency situations. Relocation does not constitute a termination of the University Housing License.
d. The University may require residents to be tested 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.
e. 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.
f. 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.

VI. CHANGES TO THIS DOCUMENT
a. The University reserves the right to make changes to this document with appropriate notice.

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.