Winter 2020-21
University Housing License Addendum

Students living on campus for the 2020-21 winter break 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 Winter 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 winter 2020-21 term are Nov 26, 2020 - Feb 3, 2021. Students must provide Residential Life with notice of their planned dates of occupancy in advance as noted below.

Eligibility
A. Residential students will be required to be tested throughout the winter break period. 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.

Break Housing and Occupancy
A. Once approved to remain on campus during the winter break, residents can remain in their assigned residence hall room for the dates for which they have been approved for in their winter housing application. Students who remain in the residence halls without prior approval, may be subject to removal from housing for the remainder of the academic year.
B. Terms of occupancy are subject to change should future federal, state or SUNY 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.

C. Dining and transportation services and staffing levels will all be more limited than during the fall / spring semesters. More information on services is available at https://www.binghamton.edu/residential-life/oncampus-guide-winter.html

D. Regular maintenance and cleaning service may be altered during break periods.

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

**Cancellations, Room Rates, and Room Rate Adjustments**

A. Room rates for the break period November 30, 2020 – February 1, 2021 will be $168 per week

B. The billing week will run Monday - Sunday.

C. Room rates for November 25– November 29, 2020 will be $120

D. Room rates for February 1– February 3, 2021 will be $72

E. Students granted housing for any portion of a week will be billed for the entire week.

F. Students who no longer need to remain on-campus during the winter break or portions of the break, must notify Residential Life at reslife@binghamton.edu within 7 business days of the start of the week they have been approved to stay. Failure to do so will result in housing charges for the approved dates.

G. 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.

**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. For the period between November 25, 2020 and February 3, 2021, students will be allowed to have guests from residence halls other than their own. 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.