TERMS AND CONDITIONS OF UNIVERSITY RESIDENCE HALLS OCCUPANCY
AT SUNY DOWNSTATE HEALTH SCIENCE UNIVERSITY

The State University of New York, Downstate Health Sciences University, in compliance with federal and State laws governing equal opportunity, prohibits discrimination on the basis of race, creed, ethnic background, religion, sex, age and physical handicap.

Pursuant to resolution 74-31 of the Board of Trustees of the State University of New York, which was adopted unanimously by the Trustees during their meeting on January 23, 1974 it is policy of State University of New York that the use of the male gender in this document shall not be construed to apply exclusively to men except where the reference obviously pertains to a man.

A. GENERAL CONDITIONS OF OCCUPANCY
1. This document sets forth the terms and conditions of University on-campus occupancy and the rights and duties of the parties involved incident to the formation, execution, maintenance and termination of a license to occupy an on-campus room or apartment at SUNY Downstate Health Sciences University. None of the terms, conditions, rights and duties set forth herein can be assigned or delegated by the licensee without prior specific written approval of the Director of Residential Life and Services or designee.

2. All further reference to “residence halls” shall be taken to mean the buildings operated by SUNY Downstate Health Sciences University, located at 811 and 825 New York Avenue, Brooklyn, NY. All further references to “University” shall be taken to be those that comprise the State University of New York, Downstate Health Sciences University. All further reference to “residents” or “student-licensees” shall be taken to mean a SUNY Downstate Health Sciences University student.

3. A student-licensee or resident who fails to occupy his assigned accommodation on the day upon which classes are officially scheduled to begin, at the start of the academic year (August - May), or summer period (June - August), shall forfeit his assignment to that particular accommodation, unless on or before that date, he shall have submitted to the Director of Residential Life and Services a written request for such a delay in occupancy supported by reasons which constitute, in the sole discretion of said Director of Residential Life and Services, sufficient cause to grant such a request, and unless specific written permission for such a delay in occupancy shall have been given by the Director of Residential Life and Services. Any request to hold a room or apartment must be in writing to the Director of Residential Life and Services, with the understanding that the resident shall be responsible for payment of the rent for the room or apartment during the period not occupied.

4. Any change in occupancy must have the prior specific approval of the Director of Residential Life and Services.

5. Accommodations are to be used only as living quarters in accordance with all applicable rules and regulations of the State of New York, The Dormitory Authority of the State of New York and the State University of New York and Colleges of SUNY Downstate Health Sciences University.
Sciences University. Information about current rules and regulations is contained in the Residence Halls Student Handbook which is found easily on the Residential Life and Services website. Each student at their check-in will sign a form stating that they know where to find and access the Handbook.

6. The current resident(s) in any accommodation agrees to accept a new occupant or new occupants to fill any vacancy which may occur in that accommodation, or, with the specific approval of the Director of Residential Life and Services, to pay additional rent for the balance of the academic year in lieu of accepting a new occupant. It is inappropriate for current residents to intimidate, harass or threaten any resident. Residents who do so will be subject to disciplinary action.

7. For residents occupying two-bedroom apartments, common space is to be shared equally by both residents.

8. Any guest in a room or apartment of any resident must be registered as a guest by his/her host in the manner specified by Residential Life and Services and identified in the Residence Halls Student Handbook. The resident host assumes responsibility for the actions of their guest. Guests are subject to the same rules and regulations as their host.

9. Any individual not officially assigned by the University to occupy a given room or apartment in the Residence Halls and who occupies such an accommodation in the residence halls and who occupies such a room or apartment for more than 72 hours, must have the specific written permission from the Director of Residential Life and Services.

10. All residents assigned to a room or apartment in which there occurs any violation of the terms and conditions set forth in this document shall be subject to disciplinary action.

B. DUTIES, STANDARDS, OBLIGATIONS AND REGULATIONS

1. All applicable rules and regulations, whether heretofore or hereafter prescribed, by the State University of New York, the Dormitory Authority of the State University of New York, SUNY Downstate Health Sciences University, are hereby incorporated into this document and made a part hereof as though specifically set forth herein.

2. Residents shall be held responsible for and charged with full knowledge of all applicable rules and regulations contained within the current academic year’s Residential Life & Services Student Handbook.

3. It is expressly understood and agreed that the subject matter of this document is a license for a student to occupy a SUNY Downstate Health Sciences University residence hall facility, specifically a Residence Hall accommodation, as opposed to off-campus housing, and that student occupancy of such a facility is a privilege and not a right. The resident therefore agrees to conform to generally-accepted standards of decent and considerate behavior, including respect for the privacy of others and the maintenance of an atmosphere conducive to study and harmonious living, in keeping with the function and purpose of each room or apartment and of residence halls as a whole as a University residence facility. The right of

Resident Initials: ____________

2
the student to study will be maintained over the right to entertain. Any physical confrontation is strictly prohibited and will result in disciplinary action.

4. Residents are under a continuous obligation to be considerate of each other. Inconsiderate behavior at any time, such as excessive noise from a stereo, or any other action, will subject the student to disciplinary action. Students with stereo equipment are encouraged to utilize a set of headphones. The student-licensee further agrees to observe and comply with any and all further rules and regulations which the University may prescribe for safety, care and cleanliness of each room and apartment, the furniture, fixtures furnishings and equipment provided therefore by the University and the apartment complex as a whole; for the preservation of good order therein; and for the privacy, quiet, comfort and convenience of all occupants of each room or apartment and of the residence halls as a whole.

5. The following are strictly prohibited anywhere in a room or apartment and in or any part of the residence halls complex: (a) possession, sale or use without a physician's prescription thereof, of any "controlled substance", under the laws of the State of New York; (b) the possession or use of any volatile solutions, explosive fireworks, toxic substances or any other firearm or weapon; (c) the throwing of any object, missile or projectile out of a window; (d) the possession of any pet animals; (e) tampering with any fire equipment or fire alarms; (f) the possession of a hot plate or any other implement with an exposed heating element; (g) possession of a waterbed; (h) the possession of an open element of liquid fuel heating or cooking units; (i) storage of motorcycles, mopeds and/or motorized vehicle in the residence halls.

6. The privilege of using alcoholic beverages in the Residence Halls within the established guidelines is granted by the University and is governed by all applicable laws of the State of New York and the Residence Hall Alcohol Policy. This policy is available upon request from the Housing Office.

7. Each resident is responsible for the key(s) issued to him/her. Failure to surrender all appropriate keys and key cards when the room or apartment is vacated will result in appropriate charges being assessed.

8. Unauthorized possession by a resident of any key which admits entrance to any area other than the resident's assigned room or apartment is a serious offense for which disciplinary action will be taken. Any student-licensee who allows any other person, unauthorized by the Director of Residential Life and Services, to take possession of his room or apartment key(s) shall render that student-licensee liable to the same disciplinary action as will be taken against students who are in unauthorized possession of any room or apartment. Duplication of keys and altering or replacement of existing locks or the installation of any private locks are strictly prohibited.

9. Residents agree to abide by all University Residence Hall entry procedures as indicated in the academic year’s Residential Life & Services Student Handbook. This includes the visible display of University identification badges when entering the residence halls. The resident assumes responsibility for having their guests abide by all established guest registration
procedures.

10. Except to the extent authorized by State law and decisions thereunder, the State of New York, the Dormitory Authority and the State University of New York and SUNY Downstate Health Sciences University and all officers and employees thereof, shall not be responsible for injury to persons, loss of or damage to personal property or other financial loss or damage arising out of the establishment, maintenance, operation or occupancy of the residence halls complex or any individual room or apartment on the premises of the Residence Halls at SUNY Downstate Health Sciences University. It is recommended that residents maintain their own personal property insurance if they so deem necessary.

11. The use of lighted candles or other open flame devices is prohibited in the Residence Halls, unless approved in advance by the Director of Residence Life and Services. The use of live trees or wreaths for holiday decorations is also prohibited. Only materials that have been certified as flame retardant are allowed in the Residence Halls. This includes, but is not limited to: wall coverings, wood and wood paneling. The construction of room dividers, lofts and the affixment of decorations on ceilings (i.e. the drilling of holes to hang plants, draperies or track lighting) is strictly prohibited.

C. APARTMENTS, FURNISHINGS AND MAINTENANCE SERVICES

1. Each resident should thoroughly inspect his/her assigned room or apartment and all furnishings, fixtures and equipment contained therein immediately upon his occupancy and immediately report to the Housing Office in charge of the assigned apartment any condition(s) which might result in a charge being assessed against the assigned occupants of said room or apartment. Upon taking occupancy of an assigned room or apartment each resident will be required to sign a Room Inventory Form indicating the presence and condition of all items of furnishings, fixtures and equipment in the room or apartment as well as indicating the condition of the dwelling itself. Any discrepancy between the indications on the Room Inventory Form and the actual condition of the room or its contents should be reported to Housing Office at once.

2. Furniture, fixtures, furnishings and other equipment provided by the University for use in a particular apartment or other facility in the University's residence hall complex may not be removed from that particular area, without the prior expressed written authorization of the Director of Residential Life and Services. Violation of this provision may result in action being taken under applicable laws and regulations.

3. Each resident will be charged for any and all damage to common areas in the Residence Halls, and any fixtures, and equipment therein which is caused or otherwise perpetrated by himself or his guest(s) and for the replacement cost of said damaged item(s).

4. Each resident assigned to a University on-campus accommodation shall be individually responsible for reporting to the Housing Office any and all repairs needed at any time to said room or apartment and/or the furniture, fixtures, furnishings and equipment provided by the Health Science Center.

Resident Initials: ____________
5. SUNY Downstate Health Sciences University reserves the right to limit or prohibit altogether the use of any appliance which causes or may cause unusual energy usage and/or constitutes a potential fire hazard.

6. Each resident officially assigned to occupy a University on-campus accommodation shall be individually and jointly responsible for cleaning and otherwise appropriately maintaining the accommodation. It shall be the responsibility of each licensee to provide his own and appropriate cleaning equipment and supplies. All trash/garbage must be removed from the apartment and deposited in the appropriate disposal area provided by the University. Failure to properly dispose of the trash/garbage will result in a charge for removal. At the termination of their occupancy, all residents must remove all belongings including trash, old furniture and any other unwanted personal items to the designated disposal area. Failure to do so will result in the assessment of a cleaning charge against the occupants of the room.

D. APARTMENT ENTRY
1. It is SUNY Downstate Health Sciences University's intention to ensure all reasonable privacy in student accommodations. However, in keeping within the terms, conditions, duties, standards, obligations and other applicable provisions of this document, and in the interest of the health, safety and general welfare of the Residence Hall Community, and each and every one of its assigned occupants, and the authorized guest thereof, SUNY Downstate Health Sciences 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, Facilities staff, and any other University employees or contractors who have a legitimate need to enter the space. When possible, advance oral and/or written notice of its intention to do so will be sent to any occupant or occupants then physically present in the room(s) or apartment(s) to be so entered and inspected. SUNY Downstate Health Sciences University reserves the right to enter an on-campus room or apartment whenever there is reason and cause to believe that there exists a clear and present danger to person or property.

E. OCCUPANCY CHARGES, PAYMENT AND REFUND
1. All student-licensees must pay an advance room deposit of $500.00 payable to the State University of New York, at the time they submit their license for application for on-campus housing. This deposit should accompany the license and is non-refundable after the 60-day threshold has been reached for new applications. Residents who defer payment of this deposit based upon financial aid and who fail to notify the Housing Office in writing by the 60 day threshold for new applications of their intention not to reside in an on-campus accommodation will be billed for the $500.00 deposit.

2. Once a student-licensee assumes occupancy during the academic year, he is fully liable for the balance of the academic year rental except as noted in paragraph E.4. For rent liability purposes, the academic year shall be considered to be from the day before the first day of class or orientation to the day after the last day of academic commitment.

3. Payment of the academic year rental obligation for student-licensee’s is made in two (2)
installments during the Fall and Spring registration periods. Student-licensees who intend to pay their rent from financial aid funds must obtain a letter of deferment from the Financial Aid Office and present it to the Bursar during registration. Advance deposits are deducted from the full payment. The summer period shall be considered to be from the end date of the current academic year through August 1 and/or the commencement of the new academic contract. Liability for rent during the summer period is based upon actual occupancy and full payment is due prior to June 1.

4. A student-licensee who vacates prior to the expiration of an academic year will be fully liable for the full academic year rental, except in the following instances:
   a) The student-licensee graduates, withdrawals, or leaves Downstate.
   b) The student-licensee withdraws due to medical reasons or financial reasons. If it is a financial request, the student-licensee will need to provide financial records including but not limited to, bank statements, bills, mortgage information, financial aid information, retirement information etc. Please note it is very difficult to prove financial hardship. Individuals will need to show that their financial situation has changed dramatically. If it is a medical request, student-licensees will need to provide appropriate medical documentation from their physician.

A student-licensee wishing to apply for a reduction in the rental charge for one of the reasons stated above must follow this procedure to be released from their rental obligation:
   a) The student-licensee must formally request the release in writing from the Director of Residential Life and Services at least 2 weeks prior to his intended checkout date. He must also provide any requested documentation as to the reasons for the release request (i.e., doctor’s notes.)
   b) If the release is granted, the student-licensee will receive a formal notification from the Director of Residential Life and Services authorizing the release.
   c) If released, the student-licensee must check-out of the residence halls by the date indicated on the release by; (1) having the Housing Office complete the Room Inventory Form (2) Returning the room key and the mailbox key to the 811 Main Desk. The student-licensee will be released only when these steps have been completed.

5. Student-Licensees who are in rental arrears at the time of the Room Renewal period will not be allowed to submit a deposit or otherwise renew their residence hall space for the next academic year until all arrears are eliminated.

F. ELIGIBILITY FOR STUDENT-LICENSEE, OCCUPANCY BY MARRIED COUPLES, LOTTERY SYSTEM, RENEWAL OF LICENSE
1. Student-licensees must be enrolled as full-time students during an academic year or summer period. House staff and other persons associated with SUNY Downstate Health Sciences University may be housed on a space available basis provided that all student applications have been honored. Non-student occupants are subject to the same rules and regulations that apply to student-licensee as described in this document.
2. A student-licensee applying for occupancy for an on-campus room or apartment as married must occupy his assigned apartment with their partner and must also provide a copy of his marriage certificate or notarized copy of Domestic partnership agreement to the Housing Office prior to the start of his occupancy as a married student.

3. A series of lotteries are held each year to determine which of the new applicants for housing will be offered rooms and apartments in on-campus facilities. Information on the results of each lottery are available for examination upon request to the Housing Office.

4. Student-licensees may renew their license for the next academic year and/or summer period by reapplying at the designated time through the Room Renewal Process. The Housing Office will issue information about specific procedures.

5. The Housing Office reserves the right to deny registration privileges to any student who has not been a good citizen of the University Community.

G. TERMINATION OF OCCUPANCY

1. A resident license to occupy a residence hall accommodation shall expire automatically at the conclusion of the occupancy period as specified in the document entitled; Application for a Licensee to Occupy a Residence Hall or Apartment. A resident whose license to occupy a room or apartment has expired must vacate his assigned room or apartment within 24 hours after his final examination or upon graduation, unless prior arrangements have been made with the Director of Residential Life and Services. All belongings must be removed from the room or apartment and the resident must follow the checkout procedures issued by the Housing Office. SUNY Downstate Health Sciences University will not be held responsible for any item left behind after a checkout.

2. Dismissal or any other separation from SUNY Downstate Health Sciences University shall automatically revoke a resident's license to occupy a University on-campus room or apartment, and a resident who is dismissed or otherwise separates from school must vacate his assigned room or apartment within 24 hours of such dismissal or separation.

3. SUNY Downstate Health Sciences University may revoke a resident's license to occupy an on-campus room or apartment and take possession thereof for violation of any of the provisions contained in this document; for violation of any other rule or regulation of SUNY Downstate Health Sciences University or its residence halls; for reasons of health, and the welfare of other students, persons, property; and or the health, safety and welfare of other students, persons, or property; and or violation by the resident of the rights of others. A resident's license to occupy a residence hall accommodation may also be revoked for other reasons under appropriate circumstances, SUNY Downstate Health Sciences University may also revoke a resident's license to occupy a particular accommodation and re-assign him to another room or apartment for the remainder of any academic year or summer period. Such reasons may be, but are not limited to: disciplinary reasons and a need for a specific type of accommodation as well as administrative reasons. In all such cases, SUNY Downstate Health Sciences University will take possession of the resident's assigned quarters 24 hours after notification to the resident. SUNY Downstate Health Sciences University may place the

Resident Initials: ____________
resident's belongings in storage or move them to another appropriate location. SUNY Downstate Health Sciences University will assume no responsibility or liability for these belongings.

4. In all cases under subsection 1-3 above of this section of this document, any of a former resident's property remaining on the premises after the prescribed time for vacation of the assigned room or apartment shall be deemed to be abandoned and any cost incurred by the University in removing such property will be charged to any such former resident.

5. At the time of check-out, the accommodation being vacated must be inspected by a representative of the Housing Office to verify that all furnishings are present and in the same condition in which they were issued. The accommodation must be left broom swept by the resident(s) and all personal property removed. The Housing Office must be notified of the date of the checkout and a forwarding address should be left along with the room key and mailbox key. Failure to do this will result in additional rental charges being assessed until such time as the room key is returned.

H. HEALTH AND SAFETY POLICIES
1. Residents are strongly advised to keep their room doors locked at all times.

2. Residents are strongly advised to have all of their personal property protected against theft, damage and other loss by appropriate individual or family insurance coverage as the University provides no such insurance coverage and will not be responsible for any such theft, damage or other loss.

3. Each resident is required to familiarize himself with and abide by all fire safety regulations applicable to his accommodation and the entire residence halls complex. Fire drills will be conducted in accordance with current regulations. All rooms and apartments must be vacated when the fire alarm sounds.

I. MISCELLANEOUS PROVISIONS
SUNY Downstate Health Sciences University acceptance of the document entitled Housing Application does not guarantee assignment to such quarters. Residence hall assignments to rooms and apartments will be made only on the basis of available space according to the rules established by the Housing Office.

I have read and am familiar with the Terms and conditions of the University Residence Halls Occupancy.

STUDENT Name: ______________________________________

2021-22 Academic Year – Building/Room #: ________________________________

STUDENT ID#: __________________________________________

STUDENT Signature & Date: __________________________________________

Resident Initials: __________
2021-22 University Housing License

NAME:

2021-22 Academic Year – Building/Room #

PROGRAM/YEAR:

******************************************************************************

This agreement for the period is between the SUNY Downstate Health Sciences University, hereafter referred to as the University, and the above named, hereafter referred to as resident.

1. Resident agrees to pay the University the amount of money indicated in the Rate Schedule applicable to housing accommodations, on or before the dates stipulated in the Rate Schedule.

2. Resident agrees to comply with and abide by all Terms and Conditions of University Residence Halls Occupancy which are hereby made a part of this license, and all other policies and regulations of the New York State Dormitory Authority and the State of New York.

3. Consideration for room requests is subject to the receipt by the University of this application, signed and dated.

4. THIS LICENSE IS BINDING FOR THE ENTIRE ACADEMIC YEAR.

******************************************************************************

STUDENT Name: ______________________________________

2021-21 Academic Year – Building/Room #: ______________________________________

STUDENT ID#: ______________________________________

STUDENT Signature & Date: ______________________________________
2021-22 University Housing License Addendum

Students living on campus for the 2021-22 academic year are subject to the terms and conditions below, and as may be 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 2021-2022 University Housing License remain in effect. In the event of a conflict between the 2021-22 University Housing License and the 2021-22 University Housing License Addendum, this addendum will control.

SUNY Downstate Health Sciences University (University) has put in place measures to meet public health standards established by the State of New York, SUNY, and state and local public officials as a result of COVID-19. Students choosing to live on University’s campus agree to comply with University’s Residential Life & Services policies and procedures established to support compliance with public health standards. Adherence to health and safety requirements applies to all on-campus 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. The University will take reasonable measures to protect the safety of students and staff in the operation of its 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. For rent liability purposes, the academic year shall be considered to be from the day before the first day of class or orientation to the day after the last day of academic commitment.
B. Payment of the academic year rental obligation for student-licensee’s is made in two (2) installments during the Fall and Spring registration periods.

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-administered COVID-19 testing required to move into University’s 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 until such a time they can document they have resolved the COVID-19 infection.
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, SUNY, or the University during their period of occupancy.
Move-In
A. Students will select or be assigned a time/date for move-in and must move in during their assigned time.
B. Residents will be permitted to bring helpers into the residence halls to assist them in moving in provided guest(s) have presented a valid CDC COVID-19 Vaccination Record Card or a current NYS Excelsior Pass to the Security Officer upon signing in.
C. Helpers may not come to campus if they have been ill with any respiratory symptoms or fever. Other individuals should remain outside of the buildings and only assist in unloading vehicle(s). Any student requiring special assistance to move-in must contact Student Affairs to request University assistance.

Occupancy
A. Terms of occupancy are subject to change should future government directives so require. Residential Life & Services 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.

Room Changes and Vacancies
A. Residential Life & Services’ 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 the 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 & Services 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.

Housing Accommodations
A. Students with documented disabilities or serious medical conditions may request housing accommodations via the Student Affairs Office.

Cancellations and Penalties
A. Once assigned, 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.

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 & Services 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 University requirements, as pertain to COVID-19.

E. Residents shall comply with all the following obligations under the University’s COVID-19 Fall 2021 opening plan:
   i. Report COVID-19-like symptoms including fever (subjective or temperature 100°F or higher), 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 Student Health Services (718-270-2018).
   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, Kings County and SUNY system are modified.
   i. 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.
   ii. Students may host guest(s) as described Residential Life & Services Student Handbook provided guest(s) have presented a valid CDC COVID-19 Vaccination Record Card or a current NYS Excelsior Pass to the Security Officer upon signing in.
   iii. Gatherings are prohibited.
   iv. Students who enter a common space where others are present must maintain physical distancing requirements or leave the space.
   v. 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 will result in a referral to the student conduct process through the Office of Student Affairs. Sanctions for violating these requirements may include removal from housing and/suspension from the University. 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, for the entire academic year.

**Hold Harmless**
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. All residents assigned to a room or apartment in which there occurs any violation of the terms and conditions set forth in this document shall be subject to disciplinary action.

**Force Majeure.** If the 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.

STUDENT Name: ________________________________

2021-22 Academic Year – Building/Room #: ________________________________

STUDENT ID#: ________________________________

STUDENT Signature & Date: ________________________________