

ONONDAGA COMMUNITY COLLEGE
HOUSING DEVELOPMENT CORPORATION

STUDENT HOUSING LICENSE AGREEMENT FOR 2017-2018

This License Agreement states the terms and conditions upon which you as a student resident may occupy and live in the residence halls operated by Onondaga Community College and OCC Housing Development Corporation (hereinafter referred to together as "OCC Housing"). By submitting your application for student housing, you are agreeing to these terms and conditions. Housing is limited, rooms are not guaranteed, and OCC Housing reserves the right to make all room assignments and re-assignments of you and other occupants of the residence halls in its sole discretion.

This License Agreement does not create an interest or right in real property and may be terminated by OCC Housing as described below. OCC Housing reserves the right to reject applications or to terminate this License Agreement at any time if it determines, in its sole discretion, that such action is in the best interests of OCC Housing, the orderly operation of the College, and/or any member of the College community. OCC Housing also may reject an application or terminate this License Agreement if you fail to meet the eligibility criteria, or otherwise fail to comply with this License Agreement.

Application and Eligibility

Prior to placement in the Residence Halls, you must

- Submit a Housing Application/License form and pay a non-refundable \$200 housing/security deposit.
- Demonstrate that you are a full-time (enrolled for 12 or more credits), matriculated student and that you have submitted a Free Application for Federal Student Aid (FAFSA) for the applicable academic year.
- Be 18 years of age by December 31st of the academic year you are planning to live on campus. Students who do not meet the minimum age requirement may request special permission to live on campus, and such permission may be granted in the sole discretion of OCC Housing.
- Maintain and provide evidence (including the name and policy number of the insurance carrier) of health insurance satisfactory to OCC Housing prior to receiving a room assignment.

Prior to taking occupancy of your room, you must

- Satisfy all applicable health requirements. New York State Public Health Law requires all post-secondary students attending colleges and universities to demonstrate proof of immunity against measles, mumps, rubella and meningitis

(or to provide a signed meningitis waiver). Immunization for Hepatitis B is strongly recommended.

- Meet all payment deadlines as described below in section titled *Fees*.

While residing in housing, you must comply with Onondaga Community College's Student Handbook, Code of Conduct, OCC Housing's Housing and Residence Life Policies and guidelines as listed in the Keys to Residence Hall Living, and any applicable federal, state or municipal laws, codes, rules or regulations. OCC Housing may terminate this License Agreement in accordance with the procedures set forth in the Student Handbook, Code of Conduct and/or the Housing and Residence Life Policy Manual, and Keys to Residence Hall Living, as applicable, in the event that you are determined to have violated any applicable policies, rules, or laws.

OCC Housing reserves the right to deny housing to anyone it determines to pose a risk of harm to persons or property.

Fees

- *Fall and Spring Semesters.* The housing fee per Semester is \$3,635.00 for a single occupancy room, \$3,135.00 for a double occupancy room and \$2,735.00 for a triple occupancy room. Payment in full for the semester is due by the following dates:

Fall 2017 is due in full by July 15, 2017

Spring 2018 is due in full by December 15, 2017

- If you are paying through a College payment plan, you must enroll prior to the above payment deadlines. Students failing to make full payment, enroll in and make expected payments through a payment plan, or obtain proper deferral may lose their housing assignment through termination of this Agreement.
 - Any balance due after estimated financial aid is applied must be paid by the payment deadlines indicated above. If you are participating in a monthly payment plan, you must remain current in your payments to remain in housing. If your payment for housing includes approved financial aid, any loss of financial aid due to a change in enrollment, unsatisfactory academic progress, or other issues will result in you being fully obligated to pay the balance of any outstanding housing fees from other resources.
- The non-refundable housing/security deposit is not an advance payment of the housing fee. If you are not assigned a room, you may submit a written request for a refund of this deposit.
 - In its sole discretion, OCC Housing will assess charges for damage in excess of what would be considered normal wear and tear, to the residence halls, its furnishings and grounds. Any such amount will be applied to your student account and will be payable in full prior to the start of the next semester to remain eligible for housing.

- If you require parking you can obtain a parking pass from the Lazer Card office (SRC Arena). You will be required to pay the applicable parking fee per academic year, and parking is subject to space availability.
- OCC Housing reserves the right to modify any or all fees at any time upon written notice to you. If you are unwilling to pay the revised fees, you may terminate this License Agreement upon written notice to OCC Housing provided on or prior to the date specified in OCC Housing's billing statement.
- You are responsible to pay to OCC Housing on demand all costs of collection incurred by OCC Housing in enforcing its rights to payment under this License Agreement, including collection agency fees, attorneys' fees and court costs.
- Except in circumstances in which OCC Housing permits a student to begin occupancy during an academic year already in progress, the length (term) of occupancy under this License Agreement is both the fall and spring semesters of the applicable academic year. Occupancy during Winter and/or Summer Semesters is subject to the terms set forth below.
- Accommodations are available only when classes are in session, and residence halls may close during College breaks. At the end of each semester, you must vacate your room prior to the official closing time of the residence hall or within 24 hours after your last final exam, whichever is earlier. Students may request special permission to remain in OCC Housing when classes are not in session, and such permission may be granted in the sole discretion of OCC Housing.
- Failure to move into the residence halls within 48 hours after the official opening of the residence hall in a new semester may result you being assigned a room other than the one originally assigned or may result in termination of this Agreement by OCC Housing.
- In the event you withdraw from the College during a semester or drop below a full-time credit load, you must vacate the residence hall within 48 hours, or within such shorter or longer period as determined by OCC Housing. Should this occur, you will remain responsible for all applicable fees for the entire length of the License Agreement.

Meal Plan

- You are required to participate in OCC Housing's mandatory meal plan program. You will be assigned a meal plan and will have the option to select a different plan during designated periods. You may elect a 12, 14 or 16 meal plan each semester. The fee for a 12-meal plan is \$1,215 per semester and includes \$150 flex dollars. The fee for a 14-meal plan is \$1,315 and includes \$150 flex dollars. The fee for a 16-meal plan is \$1,415 per semester and includes \$150 flex dollars.

Winter and Summer Semesters

- *Availability.* Housing may be available during the winter and summer semesters for students who have resided in the Residence Halls during the immediately preceding fall or spring semester, respectively. Housing also may be made

available to other students as determined in the sole discretion of OCC Housing. You must complete an official request with the Office of Residence Life by the due date, pay the appropriate housing fee, and enroll in at least three (3) credit hours for the applicable semester to be eligible for housing during winter and summer semesters.

- *Fees for Winter and Summer Semester housing.* The housing fee per week during winter and summer semesters is \$175.00 for a single occupancy room, \$120 for a double occupancy room, \$95 for a triple occupancy room. You must reside in the Residence Hall for the entire winter semester, 1st summer session, 2nd summer session, or 3rd summer session. The fee is payable, in full, on the due date specified by OCC Housing. Payment for winter and/or summer semester housing fees may not be deferred in anticipation of financial aid.

There will be no refunds for winter or summer semester housing fees. The housing/security deposit will be refunded as described above. All other terms and conditions set forth above apply for winter and summer semesters.

Terminations/Refunds

- This license is binding for the academic year, excluding intersession. Official college vacation periods are not included in this agreement for accommodations and such periods are not covered by the fees established in this agreement.
- OCC Housing will retain a student's housing/security deposit, housing fee and terminate the agreement if a student living in the residence halls: a) withdraws from Onondaga Community College; or b) is removed from housing; or c) is withdrawn from the college; or d) voluntarily leaves housing; or e) is no longer eligible for housing or otherwise becomes ineligible for housing.
- The housing/security deposit will be refunded if a room is not available and the student requests a refund in writing.
- If a student withdraws/terminates the housing agreement and cancels their room assignment after July 15th, 2017, the student will be financially obligated until OCC Housing is able to re-establish the occupancy. This agreement is binding. If re-establishment of occupancy is not possible and you meet the criteria for appeal outlined below, you may submit an appeal within 30 days of your departure/removal. Appeals received after the deadline will be denied. Appeals must include all supporting documentation at the time of the appeal. Appeals received without proper documentation and appeal form may be denied. Appeal letters must be written by the student; those written on behalf of the student will be denied. The decision of the Appeals Committee is final.
 - Appeal will be reviewed for the following. Anything outside of those situations indicated below will be denied.
 - Death of student or immediate legal family member
 - Students called to active military duty

- Medical incapacitation
 - Verifiable emergency situations/circumstances beyond the control of the student causing undue hardship
- *Graduation/Transfer.* Residents who wish to request termination of this License Agreement due to graduation and/or transfer must notify, and provide appropriate documentation to, OCC Housing by December 1 to be relieved of spring semester housing fees. If OCC Housing receives notification after December 1, 2017, you will remain responsible for 100% of spring semester housing fees.
 - *Students Called to Military Service.* If you are enlisted in a branch of the U.S. Military and called to military service, you may be exempted from some or all of the foregoing provisions as provided in the Housing and Residence Life Policy Manual.
 - *Meal Plan Refunds.* You may change your meal plan election without penalty through Friday of the third week of classes. Students who withdraw from housing prior to the start of semester are eligible for a full refund. Students who withdraw from housing once classes have begun will be eligible for the following refunds of the meal plan fee: 1st week of classes = 75%, 2nd week of classes = 50%, 3rd week of classes = 25%. Thereafter, no refunds will be issued.
 - *Duties Upon Termination.* If this License agreement expires or is terminated for any reason, you must return all keys and your resident ID and vacate your room within 48 hours, or within such shorter or longer period as OCC Housing may determine. Any and all personal belongings remaining after the space is vacated will be disposed of as OCC Housing deems appropriate.

Occupancy and Use of Premises

- *Approved residential use only.* Your assigned suite and room are to be occupied exclusively by you and other assigned residents for residential use only. Use of the suite or room, or any other part of the Residence Hall, for any commercial, business or other purpose without the prior written consent of OCC Housing is prohibited. You may not assign, sublease or otherwise transfer, in whole or in part, your right of occupancy created by this License Agreement.
- *Roommate requests and filling of vacant spaces.* You may request, but OCC Housing shall have no obligation, to have one or more other residents of your suite be a specific person or persons identified by you. In the event that any other resident of the suite fails to take occupancy, or ceases to occupy the suite pursuant to a Housing License Agreement with OCC Housing, OCC Housing shall have the right, but not the obligation, to make the space available to replacement residents. OCC Housing has no obligation to obtain permission from you with respect to alternate or replacement residents of the suite and shall have no obligation to inform you of new resident assignments.
- *Right of entry.* OCC Housing reserves the right to enter any part of the Residence Hall, including your room and suite, at any time without prior notice.

- *Damages.* You are responsible for any damage to your room and suite, and any OCC Housing or College property in them. Any damage in your room or suite that cannot be attributed to individual resident(s) will be considered the joint responsibility of all assigned occupants of the room or suite. Damage in public areas of the Residence Hall will be assessed to Residence Hall residents at the discretion of OCC Housing. You are personally responsible for damage caused by the acts of your guests or invitees.

Notices

- *Personal Injury, Property Loss or Damage.* Neither OCC Housing nor the County of Onondaga shall be liable for any personal injuries sustained by you or by any of your guests or invitees in or about your room, suite or other areas in or about the Residence Hall, or for any loss of, damage to, or theft of your personal belongings or those of your guests or invitees, resulting from any cause whatsoever unless the injury, loss, damage or theft is caused by the gross negligence or willful misconduct of OCC Housing or the County of Onondaga.
- *Interruption of Service.* You will receive no reduction or refund of housing fees, nor will OCC Housing be liable to you, as a result of interruption of services to utilities, appliances, or other equipment due to repairs, defects or circumstances not caused by the gross negligence or willful misconduct of OCC Housing.
- *Notice Regarding Temporary Housing.* OCC Housing, in its sole discretion, may temporarily assign you to alternate housing facilities not on the campus of the College (the "Temporary Housing Facilities") or make other reasonable arrangements. OCC Housing will provide notice to you of such Temporary Housing Facilities or other reasonable arrangements. This License Agreement will remain in full force and effect during your occupancy of the Temporary Housing Facilities, and the housing fees due and payable hereunder will continue to be due and payable without adjustment or reduction.
- *Amendment of Terms and Conditions.* OCC Housing may revise these terms and conditions at any time. The revised terms and conditions shall be binding upon you and OCC Housing as of the date they are first posted at www.sunyocc.edu.
- *Non-discrimination.* OCC Housing does not discriminate on the basis of race, religion, color, sex, sexual orientation, national origin, age, disability, predisposing genetic characteristics or carrier status, military service or veteran status, marital status or any other characteristic protected by law. OCC Housing complies with all applicable equal employment opportunity and non-discrimination laws.