



## ONONDAGA COMMUNITY COLLEGE

### STUDENT HOUSING LICENSE AGREEMENT FOR 2019-2020

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 the OCC Housing Development Corporation (hereinafter referred to together as “OCC Residence Life”). By submitting your application for student housing, you are agreeing to these terms and conditions. Housing is limited, rooms are not guaranteed, and OCC Residence Life 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 Residence Life as described below. OCC Residence Life 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 Residence Life, the orderly operation of the College, and/or any member of the College community. OCC Residence Life 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 the following online at <http://www.sunyocc.edu/index.aspx?menu=926&id=25248> or at Student Central in the Gordon Student Center.

- Submit a Housing Application/License Agreement signature and pay a non-refundable \$200 housing deposit.
- Be a matriculated full time student (be registered for 12 credit hours or more).
- Submit a Free Application for Federal Student Aid (FAFSA) or submit a Financial Responsibility Form.
- You must be 18 years of age by December 31<sup>st</sup> 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 Residence Life. If permission is granted and you are under the age of 18 by December 31<sup>st</sup>, you must complete an “Parental Consent” form prior to assignment.

- You must maintain and provide a copy of your insurance card as evidence (including the name and policy number of the insurance carrier) of health insurance satisfactory to OCC Residence Life prior to receiving a room assignment.
- Prior to being assigned a room, you must satisfy all applicable health requirements. New York State Public Health Law requires all college students 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.
- You must meet all payment deadlines as described in the section titled *Fees*.
- You must comply with Onondaga Community College's Code of Conduct, OCC Housing and Residence Life Handbook, and any applicable federal, state or municipal laws, codes, rules or regulations. OCC Residence Life may terminate this License Agreement in accordance with the procedures set forth in the Code of Conduct and/or the Housing and Residence Life Handbook, in the event that you are determined to have violated any policies, rules, or laws.
- OCC Residence Life reserves the right to deny housing to anyone it determines to pose a risk of harm to persons or property.

### **Terms of Agreement**

- The length (term) of occupancy under this License Agreement is both the fall and spring semesters of the applicable academic year, except in circumstances in which OCC Residence Life permits a student to begin occupancy during an academic year already in progress.
- Accommodations are available only when classes are in session. The residence halls are closed during College breaks. Students returning or not returning to the residence halls, must vacate their 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 residence when classes are not in session, and such permission may be granted in the sole discretion of OCC Residence Life.
- Failure to move into the residence halls within 48 hours after their designated move-in time, may result in you being assigned a room other than the one originally assigned or may result in termination of this Agreement by OCC Residence Life in its sole discretion.

### **Fees**

OCC Residence Life 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 request termination of this License Agreement on or prior to the date specified in OCC Residence Life's billing statement.

You are responsible to pay all costs of collection incurred by OCC Residence Life in enforcing its rights to payment under this License Agreement, including collection agency fees, attorneys' fees and court costs.

*Fall and Spring Semesters:* The annual housing fee is \$7,270.00 for a single occupancy room, \$6,270.00 for a double occupancy room and \$5,470.00 for a triple occupancy room. Charges will be broken out by semester and placed on your student account. Payment in full for the semester is due by the following dates:

Fall 2019 is due in full by August 2, 2019

Spring 2020 is due in full by January 2, 2020

Winter December 20, 2019

Summer May 2, 2020

- If your payment for housing includes approved financial aid, any loss of financial aid, change in enrollment (being below full time or withdrawing from OCC), unsatisfactory academic progress, failure to complete verification, any required additional financial aid documentation, or other issues will result in you being fully obligated to pay the balance of any outstanding housing fees from other resources.
- Any balance due after estimated financial aid is applied must be paid by the payment deadlines indicated above. If you are enrolled in a monthly payment plan, you must remain current in your payments to remain in housing.
- 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.

*Winter and Summer Semesters:* The housing fee during winter and summer semesters is due in full prior to moving in to the residence halls and the rates are as follows: \$175.00/week for a single occupancy room, \$120.00/week for a double occupancy room, \$95.00/week for a triple occupancy room.

- 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 Residence Life. You must complete an official request with the Office of Residence Life by the due date, pay the appropriate housing fees, and enroll in at least three (3) credit hours for the applicable semester to be eligible for housing during winter and summer semesters.
- To be approved to stay during the winter and summer semesters, you must reside in the Residence Hall for the entire winter semester, 1<sup>st</sup> summer session, 2<sup>nd</sup> summer session, or 3<sup>rd</sup> summer session.
- There will be no refunds for winter or summer semester housing fees. All other terms and conditions set forth above apply for winter and summer semesters.
- OCC Residence Life reserves the right to relocate students to a space other than the one they were assigned in the preceding fall or spring semester for winter or summer housing.

*Damages:* In its sole discretion, OCC Residence Life 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. You are responsible for any damage to your room and suite, and any OCC Residence Life 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 and billed to the appropriate parties, at the discretion of OCC Residence Life. You are personally responsible for the acts of your guests or invitees, including damage to property or violations of college policies.

*Housing Deposit:* The non-refundable housing deposit is not an advance payment of the housing fee.

- The housing deposit may be refunded only if OCC Residence Life is not able to assign you a room. If this is the case, a formal written request must be made to be considered for a housing deposit refund to [housingapp@sunyocc.edu](mailto:housingapp@sunyocc.edu).

### **Meal Plan**

- Participation in in OCC Residence Life's meal plan program is mandatory. You may elect a 14, 16, or 19 meal plan each semester. You will be assigned a meal plan and will have the option to select a different plan during designated periods. The fee for a 14-meal plan is \$1,360 per semester and includes \$175 flex dollars. The fee for a 16-meal plan is \$1,460 and includes \$175 flex dollars. The fee for a 19-meal plan is \$1,560 per semester and includes \$175 flex dollars.
- If you fail to identify a meal plan on your housing application, the default meal plan will be the 14-meal plan at a rate of \$1,360 per semester.
- 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 for costs associated with the meal plan. Students who withdraw from housing once classes have begun will be eligible for the following refunds of costs associated with the meal plan they have selected: 1<sup>st</sup> week of classes = 75%, 2<sup>nd</sup> week of classes = 50%, 3<sup>rd</sup> week of classes = 25%. Thereafter, no refunds will be issued.

### **Terminations/Refunds**

In the event you withdraw from the College during a semester or drop below a full-time (12 credits hours) credit load, you must vacate the residence hall within 48 hours, or within such shorter or longer period as determined by OCC Residence Life. Should this occur, you will remain responsible for all applicable fees for the entire academic year.

- This license is binding for the academic year, excluding winter and summer terms. 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 Residence Life will retain a student's housing 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.

- If a student withdraws/terminates the housing agreement after July 15<sup>th</sup>, 2019, for the fall semester or January 5<sup>th</sup>, 2020 for the spring semester, the student will be financially obligated for all costs associated with their housing assignment.
- Students who wish to appeal housing and meal plan fees must submit a “Tuition and Fee Appeal” form at the following url: <https://www.tfaforms.com/4625229>. Appeals must include all supporting documentation at the time of the appeal. Appeals received without proper documentation and appeal form will be denied. The decision of the Appeals Committee is final.
  - Appeals will be reviewed for the following. Anything outside of those situations indicated will be denied.
    - Death of student or immediate legal family member (parent, sibling, offspring, spouse)
    - Students called to active military duty
    - Medical incapacitation
    - Verifiable life change situations (e.g. house burning down)
- *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 Residence Life by December 1 to be relieved of spring semester housing fees. If OCC Residence Life receives notification after December 1, 2019, 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 housing fees. You will be asked to provide appropriate documentation in the form of order from the military branch in which you are enrolled.
- *Duties Upon Termination:* If this License agreement expires or is terminated for any reason, you must return all keys and vacate your room within 72 hours, or within such shorter or longer period as determined by OCC Residence Life. Should personal belongings be left in the room longer than the allotted 72 hours, any and all personal belongings remaining will be donated as OCC Residence Life deems appropriate.

### **Occupancy and Use of Premises**

- *Approved Residential Use Only:* Your assigned room are to be occupied exclusively by you and other assigned students, for residential use only. The suite, room, or any other part of the Residence Hall, may not be used for any commercial, business or other purpose. 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 Room Changes:* You may request one or more other student(s) of your suite be a specific person(s) identified by you, on the housing application. Should you wish to switch rooms mid-semester or to live with other current students, you may make such a request by filling out the “Room Change Request” form with an OCC Residence Life professional staff member. OCC Residence Life has no obligation to honor roommate or room change requests. Should you be granted a room change and a different room type, you must pay the rate difference between your originally assigned and newly assigned space.
- *Consolidation and Filling of Vacant Spaces:* In the event that any resident of the suite fails to take occupancy, or ceases to occupy the suite, OCC Residence Life shall have the right to make the space available to other students. OCC Residence Life has no obligation to place other students in an empty space or to obtain permission from you with respect to alternate or replacement residents. OCC Residence Life shall have no obligation to inform you of new resident assignments.
- *Right of Entry:* OCC Residence Life, including Facilities and Support Services and Campus Safety, reserves the right to enter any part of the Residence Hall, including your room or suite, at any time without prior notice. Right of entry is extended to any college affiliates, contractors, vendors etc. as approved by OCC Residence Life.

### **Notices**

- *Personal Injury, Property Loss or Damage:* Neither OCC Residence Life nor the County of Onondaga shall be liable for any personal injuries sustained by you or by any of your guests or invitees while on campus, in your room, suite or other areas in the Residence Hall. OCC Residence Life nor the County of Onondaga shall be liable for any loss of, damage to, or theft of 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 Residence Life or the County of Onondaga.
- *Interruption of Service:* You will receive no reduction or refund of housing fees, nor will OCC Residence Life 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 Residence Life.
- *Notice Regarding Temporary Housing:* OCC Residence Life, 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 Residence Life will provide notice to you of such Temporary Housing Facilities or other reasonable arrangements. This License Agreement will remain in 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 Residence Life may revise these terms and conditions at any time. The revised terms and conditions shall be binding upon you and OCC Residence Life as of the date they are first posted at [www.sunyocc.edu](http://www.sunyocc.edu).

- *Non-discrimination:* OCC Residence Life 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, gender identity or expression, or any other characteristic protected by law. OCC Residence Life complies with all applicable equal employment opportunity and non-discrimination laws.