



OFFICE OF STUDENT RIGHTS, RESPONSIBILITIES, AND
RESIDENCE LIFE
STUDENT HOUSING LICENSE AGREEMENT
FALL 2021 – SPRING 2022

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 “Office of Student Rights, Responsibilities, and Residence Life”). By submitting your application for summer student housing, you are agreeing to these terms and conditions. Housing is limited, rooms are not guaranteed, and the Office of Student Rights, Responsibilities, and 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 the Office of Student Rights, Responsibilities, and Residence Life as described below. The Office of Student Rights, Responsibilities, and 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 the Office of Student Rights, Responsibilities, and Residence Life, the orderly operation of the College, and/or any member of the College community. The Office of Student Rights, Responsibilities, and 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.

This License Agreement holds you as a student resident financially responsible for the full academic year, even in the event that this agreement is terminated. All eligibility, terms, fees, requirements, termination, appeals, occupancy and uses, and required notices are as noted in detail below.

The Office of Student Rights, Responsibilities, and Residence Life reserves the right to deny housing to anyone it determines to pose a risk of harm to persons or property.

HOUSING ELIGIBILITY

1. You must be enrolled in a degree program and be registered full-time (a minimum of 12 credit hours) throughout the entire semester. With at least nine (9) credit hours being taken physically in class, onsite, at Onondaga Community College.
2. You must be 18 years of age by December 31st of the academic year you are planning to live on campus. Students under the age of 18 as of their first night in residence, **may** be placed to live in a suite in which a resident assistant also resides.
 - 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 the Office of Student Rights, Responsibilities, and Residence Life. If permission is granted and you are under the age of 18 by December 31st, you must complete a “Parental Consent” form prior to assignment.
3. You must meet all payment deadlines as described in the section titled *Fees*.
4. You must comply with with Onondaga Community College’s Code of Conduct, Residence Life Handbook, and any applicable federal, state or municipal laws, codes, rules or regulations. The Office of Student Rights, Responsibilities, and Residence Life may terminate this License Agreement in

accordance with the procedures set forth in the Code of Conduct and/or the Residence Life Handbook, if you are determined to have violated any policies, rules, or laws.

APPLICATION

Prior to placement in the Residence Halls, you must:

1. Complete an online application at: www.sunyocc.edu/apply-for-housing
2. Complete a Housing Application/License Agreement signature.
3. Submit a non-refundable \$200 application fee.
 - a. The application fee is not an advance payment towards your housing fee.
 - b. The application fee covers the fee for two consecutive academic years.
4. The following documents must be provided:
 - a. Health Insurance Verification**
 - i. 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 the Office of Student Rights, Responsibilities, and Residence Life prior to receiving a room assignment.
 - ii. 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.
 - b. Parent/Legal Guardian Verification**
 - i. To be completed by parent/legal guardian of students under the age of 18 at the time of application.

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 the Office of Student Rights, Responsibilities, and Residence Life permits a student to begin occupancy during an academic year already in progress.
 - **Occupancy Dates:** The below occupancy dates are tentative pending approval of the 2021 – 2022 academic calendar.
 - August 27, 2021 – December 19, 2021 (fall)
 - January 28, 2022 – May 20, 2022 (spring)
- Accommodations are available only when classes are in session. All residents must completely 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.
- Failure to move into the residence halls within 48 hours after their designated move-in time, without notifying the Office of Student Rights, Responsibilities, and Residence Life may result in you being assigned a room other than the one originally assigned or may result in termination of this Agreement by the Office of Student Rights, Responsibilities, and Residence Life in its sole discretion.

FEES

The Office of Student Rights, Responsibilities, and 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 the student's billing statement.

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

Annual Housing Fees (Fall & Spring Semesters)

Single Room Occupancy	\$7,270.00
Double Room Occupancy	\$6,270.00

Charges will be broken out by semester and placed on your student account.

Programming Fee: Each student is charged an \$80.00 Programming Fee each semester.

Payment in full for the semester is due by the following dates:

Fall 2021	August 2, 2021
Winter 2022	December 21, 2021
Spring 2022	January 4, 2022
Summer 2022	May 2, 2022

Break Housing Periods: Break Housing is a period when normal housing accommodations are not available, such as Thanksgiving, Winter Session, Spring Break and Summer. There is an additional housing fee associated with the respective break periods and payment is due in full prior to the break period/moving in to the residence halls. Rates are as follows:

Thanksgiving Break

Single Room Occupancy	\$35.00 /daily
Double Room Occupancy	\$24.00 /daily

Winter Session, Spring Break & Summer Sessions

Single Room Occupancy	\$175.00/week
Double Room Occupancy	\$120.00/week

- Students requiring Break Housing must complete an official request with the Office of Student Rights, Responsibilities, and Residence Life by the due date for consideration. Approval for Break Housing is at the discretion of the Office of Student Rights, Responsibilities, and Residence Life. All other terms and conditions set forth above apply for break housing, and there are no refunds for break housing fees.
- To be approved to stay during the winter and summer semesters, you must reside in the Residence Hall for the entire winter semester, 1st summer session, 2nd summer session, or 3rd summer session and enrolled in at least three (3) credit hours for the applicable semester to be eligible for housing during winter and summer semesters.
- The Office of Student Rights, Responsibilities, and 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.

- For students in the foster care system, please contact the Office of Student Rights, Responsibilities, and Residence Life for information regarding Break Housing.

FINANCIAL AID AND PAYMENT PLANS

- If your payment for housing includes approved financial aid, any loss of financial aid, change in enrollment (being below full time or withdrawing from Onondaga Community College), 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 and will remain financially responsible for the entire academic year as outlined above..

DAMAGES

In its sole discretion, the Office of Student Rights, Responsibilities, and 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 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 the Office of Student Rights, Responsibilities, and Residence Life. You are personally responsible for the acts of your guests or invitees, including damage to property or violations of college policies.

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.
- The 2021-2022 Academic Year Meal Plan rates are below:

2020 – 2021 Academic Year Meal Plan Rates*		
14 Meal Plan	\$1,450/semester	\$175 Flex Dollars
16 Meal Plan	\$1,560/semester	\$175 Flex Dollars
19 Meal Plan	\$1,660/semester	\$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.
- 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: 1st week of classes = 75%, 2nd week of classes = 50%, 3rd 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 the Office of Student Rights, Responsibilities, and Residence Life and this agreement will be considered terminated. Should termination of this agreement 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.
- The Office of Student Rights, Responsibilities, and Residence Life will retain a student's application fee, housing fee and terminate the agreement if a student living in the residence halls:
 - a) Withdraws from the College and/or housing (voluntarily)
 - b) Is removed from the College and/or housing
 - c) Is no longer eligible for housing or otherwise becomes ineligible for housing.
- If a student withdraws/terminates the housing agreement after July 15th, 2021 the student will be financially obligated for all costs associated with their housing assignment for both the fall and spring semesters. Any student who was not a student resident in a prior term that withdraws/terminates the housing agreement after January 5th, 2022 will be financially obligated for all costs associated with their housing assignment for the spring semester.
- Students who wish to appeal housing and meal plan fees associated with them withdrawing or terminating their housing agreement after July 15, 2021 or their early departure from housing must submit a "Tuition and Fee Appeal" form that can be found on our website: <http://www.sunyocc.edu>.
 - 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.
- **Graduation/Transfer Notification:** Residents who wish to request termination of this License Agreement due to graduation and/or transfer must notify, and provide appropriate documentation to, the Office of Student Rights, Responsibilities, and Residence Life by December 1 to be relieved of spring semester housing fees. Notification after December 1, you will remain responsible for 100% of spring semester housing fees.
- **Duties Upon Termination:** If this License agreement expires or is terminated for any reason, you must return all keys and vacate your room within 48 hours, or within such shorter or longer period as determined by the Office of Student Rights, Responsibilities, and Residence Life. Should personal belongings be left in the room longer than the allotted 48 hours, any and all personal belongings remaining will be donated as the Office of Student Rights, Responsibilities, and Residence Life deems appropriate.

OCCUPANCY AND USE OF PREMISES

- **Cleanliness:** Residents are responsible for room cleaning, regular waste removal and maintaining satisfactory sanitation and life safety standards as determined by the Office of Student Rights, Responsibilities, and Residence Life.
- **Furnishings:** Residents may not move College furnishings from one room to another.

- **Keys:** It is the responsibility of each resident to secure all keys. The transfer of a key to another individual is prohibited. A fee will be assessed for any lost or missing keys.
- **Check-in Requirement:** The resident must check in with Office of Student Rights, Responsibilities, and Residence Life staff when moving in or changing rooms. At that time, building and room access will be arranged. Residents must review and submit a room condition report by the designated deadline. This form is the basis for assessment of any damage or loss attributed to the resident at the end of the occupancy period. Failure to submit a room condition report by the designated deadline will result in the resident assuming responsibility for damages in the room.
- **Check-Out Requirement:** At the end of the occupancy period, when the agreement is terminated, or the resident changes rooms, the student must complete the checkout procedure established by the Office of Student Rights, Responsibilities, and Residence Life. The check-out procedures include the (1) removal of personal belongings and ensuring the room is as clean as it was at the time of check-in, (2) checking the condition of the room or suite, and (3) returning all keys for the room, suite, or building.
- **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 a Residence Life professional staff member. The Office of Student Rights, Responsibilities, and 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.
- **Vacancy Room Consolidation:** The Office of Student Rights, Responsibilities, and Residence Life reserves the right to relocate and consolidate students to maximize occupancy. This vacancy consolidation process attempts to ensure that students occupying similar spaces are charged similar rates.
- **Filling of Vacant Spaces:** In the event that any resident of the suite or room fails to take occupancy, or ceases to occupy the suite or room, the Office of Student Rights, Responsibilities, and Residence Life shall have the right to make the space available to other students. The Office of Student Rights, Responsibilities, and 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. The Office of Student Rights, Responsibilities, and Residence Life shall have no obligation to inform you of new resident assignments. In order to accommodate a potential new roommate, the resident of a partially filled room is required to make one set of furnishing available for use and to keep the rest of the room reasonably clear and ready for occupancy.
- **Right of Entry:** The Office of Student Rights, Responsibilities, and Residence Life, including Facilities and Support Services, 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 the Office of Student Rights, Responsibilities, and Residence Life. This includes the right to enter a room or suite for health and safety inspections. Staff members are required to identify themselves prior to entering a room.

NOTICES

- **Personal Injury, Property Loss or Damage:** Neither the Office of Student Rights, Responsibilities, and 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. The Office of Student Rights, Responsibilities, and 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 the Office of Student Rights, Responsibilities, and Residence Life or the County of Onondaga. Residents should carry their own insurance protection against loss or damage to their personal property.
- **Interruption of Service:** You will receive no reduction or refund of housing fees, nor will the Office of Student Rights, Responsibilities, and 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 the Office of Student Rights, Responsibilities, and Residence Life.
- **Notice Regarding Temporary Housing:** The Office of Student Rights, Responsibilities, and 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:** The Office of Student Rights, Responsibilities, and Residence Life may revise these terms and conditions at any time. The revised terms and conditions shall be binding upon you and the Office of Student Rights, Responsibilities, and Residence Life as of the date they are first posted at www.sunyocc.edu.
- **Non-discrimination:** The Office of Student Rights, Responsibilities, and 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. The Office of Student Rights, Responsibilities, and Residence Life complies with all applicable equal employment opportunity and non-discrimination laws.