

Terms of the University Residence Hall Agreement - Summer Session 2008

Please read the following information thoroughly and sign and date this agreement. Return this agreement with your Summer Housing request form to:
University Residence Halls & Apartments, Residential Operations Office, attention: Jim Zielinski - 106 Spaulding Quad, Buffalo, NY 14261 - 716-645-2171 - fax 716-645-3968

This residence hall agreement is for Summer 2008. The residence hall agreement creates a license for the student/guest to use campus housing and is not a lease. It is understood and agreed that the relationship between the University at Buffalo and the student/guest is that of licensor-licensee and not that of landlord-tenant. The written terms and conditions of this agreement supercede all previous agreements as well as any verbal statements or telephone conversations made concerning this agreement. Signing and returning the Residence Hall Agreement constitutes acceptance of its terms and conditions. All university regulations that are in effect at the University at Buffalo apply to any person who resides in the university housing system.

ELIGIBILITY

Only students/guests actively enrolled at the University at Buffalo or attending a University sponsored program may participate in summer housing. The student/guest agrees to enroll and remain enrolled for academic credit or continue participation in a University sponsored program. Failure to do so may result in the termination or suspension of this agreement. Part-time status does not terminate this agreement. Exception: The Director of the University Residence Halls may assign other occupants to any vacancies that exist after all student requests have been satisfied.

OBLIGATION

Students/guests are obligated to abide by the terms and conditions of the University Residence Hall Agreement. This obligation includes assuming financial responsibility for the entire agreement period. Failure to pick up a room key or occupy the assigned space does not release a student from this agreement or its financial responsibilities. However, students who do not check in to their assigned space by the first day of their requested reservation date may forfeit their room reservation. Students/guests who decide not to stay on campus for the summer session must notify Residential Operations in writing to be released from this agreement and ensure proper crediting of student account.

The student/guest agrees that the terms, conditions, policies, rules, and regulations contained in the "Guide to Residence Hall Living," the Student Conduct Rules, University Standards and Administrative Regulations, and laws of the United States and the State of New York, as may be amended from time to time, are incorporated herein by reference and are made a part of this agreement the same as if written herein.

This agreement is nontransferable. Students/guests are not permitted to sublet their rooms or transfer their agreement. Only registered occupants of a room are permitted to maintain residence therein.

HOUSING ASSIGNMENT

This agreement is legally binding for the 2008 summer session. Financial obligations are for the duration of this agreement; however, room payments are billed on a semester basis. This agreement is for a space in the residence halls and not for a particular type or size of room, building, or campus. The university reserves the right to reassign or remove a resident from university housing for reasons of health, safety, security, conduct, nonoccupancy, or failure to remain actively enrolled. It is the policy of the university to assign roommates without regard to race, color, national origin, religion, age, disability, or sexual orientation.

HOUSING FEES/ASSESSMENTS

For students with a valid UB Person Number or student account, housing-related charges will be billed through the Student Response Center. Your student account is initially billed for the entire summer term, May 12 - August 16. You will receive a credit for days you did not stay in University Housing once you check out of your residence hall room. For those participating in University programs who do not have a UB Person Number or student account, payment must be made by credit card, cash, or certified check. A credit card authorization form must be submitted in advance, otherwise payment in full by cash or check must be provided prior to check-in.

DATES OF OCCUPANCY

Based on the official university calendar, the dates of occupancy will be from May 12, 2008 through August 11, 2008 (or August 16, 2008 for students moving directly to Fall 2008 room assignments). For those moving directly to Fall assignments, additional room charges will accrue from August 17, 2008 until the official Fall semester arrival dates for new and returning students.

CANCELLATION/EARLY RELEASE

If a resident terminates occupancy during the course of a semester due to withdrawal from the university, the housing assessment will be prorated based upon the number of days the student occupied or could have occupied the assigned space. The student must notify University Residence Halls in advance of departure and vacate the room within forty-eight hours of the date of withdrawal. The student must complete the proper paperwork and return all room keys to the appropriate office. A \$50 improper checkout fee will be assessed for failure to do so, and additional lock change charges may be incurred.

This agreement may be terminated due to graduation, study abroad, internship, Washington program, academic dismissal, withdrawal from the university, transfer of schools, military service, or withdrawal/completion of University sponsored program. There will be no additional room charges assessed as long as the resident is properly checked out and no damage has occurred. Supporting documentation may be required to verify these circumstances.

This agreement may be terminated by University Residence Halls & Apartments if a student maintains a past-due balance owed to the University at Buffalo and/or University Residence Halls & Apartments.

OVERCAPACITY

The university reserves the right to assign students on a temporary basis to overcapacity assignments. The student will be required to move to a new accommodation as soon as a permanent space is identified. Students who reside in these temporary accommodations may not receive all standard residence hall furnishings and amenities. A rate adjustment will be made for each day the student resides in an overcapacity situation.

INSURANCE

The University Residence Halls is not responsible for theft of or damage to personal property. We strongly recommend that every student obtain a renter or homeowner insurance policy.

TERMINATION OF AGREEMENT

The University Residence Halls may terminate this agreement for breach of the terms by the resident, as herein stipulated, or for any of the following reasons or conditions:

1. The occupant ceases to be enrolled as a student and is not involved in a documented legitimate academic activity.
2. The occupant is responsible for a health or safety violation, such as a false fire alarm, illegal discharge of fire extinguisher, or use or possession of fireworks. Any tampering with or misuse of health and safety equipment is prohibited and punishable by university and/or civil court action. Action can also be taken by the University Residence Halls under the terms of this agreement.
3. The occupant is a clear and present danger to the residence hall population. Examples include arrest for assault and battery, possession or use of a weapon, felony possession or sale of illegal narcotics or other conduct as may be determined to have serious or dangerous implications for the students living in the residence halls. Continued and/or serious violations of residence hall security systems or procedures may also be cause for termination of this agreement, in accordance with this section.
4. Students diagnosed with a contagious medical condition must vacate their rooms until the condition is corrected.
5. Willful destruction of university property in excess of \$300 in value.
6. Campus determination that continued occupancy would likely result in severe, adverse psychological problems for the student and/or the residents. Such judgment would be made by the Director of the University Residence Halls with advice from other sources, such as the Counseling Center, the Student Health Center, the University Police, the Academic Advisement Center, and the Educational Opportunity Program.
7. University rules and regulations and the "Guide to Residence Hall Living" are part of this agreement in that violations may be referred to the residence hall Peer Judicial Board or to the Student-Wide Judiciary. It is within the jurisdiction of these bodies to recommend to the Director of the University Residence Halls that an occupant be dismissed from the residence halls.
8. The occupant is in violation of residence hall probation.

RESPONSIBILITY FOR USE OF HOUSING FACILITIES

The occupant agrees to observe and abide by the rules, regulations, and standards of the university now in effect, and as may be issued from time to time, and to comply with the terms and conditions of occupancy as stated in this document and as may be posted in each residence hall. All are a part of this agreement. The occupant agrees to hold the university blameless for any expense, loss, or damage resulting from a violation of such rules, regulations, or standards by the occupant or as a result of negligence by the occupant. The University at Buffalo subscribes to the minimum standards of the State University of New York (SUNY) system. These standards are detailed in the "Guide to Residence Hall Living," which is distributed to all residence hall students/guests. Additional copies may be obtained upon request.

Damage

Any claim by any person that the university is liable for damage to personal property in a dormitory must be filed by completing a negligence form with the university through the Office of Occupational and Environmental Safety.

Registered occupants of each room are financially responsible for keeping the room and its contents in good order and free from damage both by themselves and by others. Each occupant will maintain appropriate health and safety standards. Room damage charges may be assessed to each occupant of a room for any damages to the room incurred during occupancy.

The procedure for damage assessment will be distributed to students upon arrival. Each resident may be subject to a prorated assessment in the event of damage or loss to common areas of their assigned residence facility if the damage is reasonably determined by the university to have been caused by the careless or willful acts of residents, but cannot be attributed to specific individuals. A common area damage billing process, not to exceed current SUNY limits, may assess common hall damages to all residence hall students or a portion thereof. Charges will be billed to the student's university account.

Because most residents receive significant financial support from parents to pursue an education at the university, the Director of University Residence Halls (or a designee) may contact the parent or guardian in the event that university property damages exceed \$300 or any university regulation and/or terms of this agreement have been violated, such that the resident is liable for dismissal from the residence halls.

Keys

Room keys, mailbox keys, etc., cannot be transferred, duplicated, or altered. Anyone transferring, duplicating, or altering a key will be charged a replacement cost, and judicial sanctions will follow if appropriate.

Furnishing Removal

University property may not be removed from any rooms. Room damages will be assessed to occupants for actual labor plus material costs. Occupants will also be charged for missing room furniture, screens, windows, etc., and disciplinary action will be taken. All damage/labor costs will be reflected on student account billings.

No article of equipment belonging to the University at Buffalo, including furnishings, furniture, and television sets, may be moved within or taken from the building unless permission has been granted by the Director of University Residence Halls.

Inspections

The university reserves the right to enter assigned rooms. The university, where practical, will give twenty-four-hour advance notice to occupants before such entry, except in case of an emergency. The student's right to privacy is an important consideration before the entering of a room. For purposes of health and safety inspections or emergency situations, university officials are authorized to enter residence hall rooms without prior notice. The student will comply with these periodic inspections.

Solicitation

Solicitation in the buildings or on the grounds is strictly prohibited. Occupants are not to use, or permit their room to be used, for any commercial purposes whatsoever.

Waterbeds/Halogen Lamps/Lofts

Waterbeds, halogen lamps, and homemade lofts are not permitted in the residence halls.

Food Preparation

New York State multiple-dwelling laws do not permit cooking in sleeping rooms. This statute is enforced by the university's Office of Occupational and Environmental Safety and the residence hall staff. Occupants found cooking in unauthorized areas (e.g., sleeping rooms, lounges, etc.) are subject to immediate appliance confiscation and referral to appropriate university judiciaries. Note that personal microwave ovens and toaster ovens are strictly prohibited.

Recycling

Each resident will comply with the recycling efforts undertaken by the university.

Mail Delivery

Mail and items shipped to students by common carrier will be accepted by the residence hall staff as a service to residents. The University Residence Halls does not accept liability for damage or loss (even as a result of negligence) of any such article in excess of \$100. Students should not have cash or items of significant value sent to the residence halls

Guest Policy

All visitors to the residence hall must be guests of residents. It is important to inform the roommate(s) and the resident advisor when planning to have a guest overnight. The host occupant assumes complete responsibility for guests and use of equipment furnished to them.

Pets

Animals and pets of any kind are prohibited in the residence halls. Only fish in small fish tanks (ten gallons or less) are permitted. With the prior permission of the University Residence Halls, trained guide dogs used for health-related purposes are permitted. Other restrictions apply. Please consult the "Guide to Residence Hall Living" for further information

Fire Safety

The student must vacate the residence halls during a fire alarm. The evacuation is the individual's responsibility. Students should not wait for staff to instruct them to leave.

STUDENTS' RIGHT TO PRIVACY

In compliance with the Family Educational Rights and Privacy Act, University Residence Halls & Apartments gives notice that personally identifiable information such as permanent address, telephone number, and e-mail address will be given to potential roommates unless otherwise notified by the student.

STUDENT/GUEST CONDUCT

The "Guide to Residence Hall Living" is distributed to all residents. Please refer to it for student conduct guidelines and procedures. Violations of university or University Residence Halls conduct codes and/or rules and regulations may result in the termination or suspension of this agreement.

IN AGREEMENT WITH ABOVE:

Name of Student/Guest (please print)

Signature of Student/Guest

Date