

HOUSING LICENSE

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|--------------------------------------|--|
| Last Name: | |
| First Name: | |
| Middle Initial: | |
| Campus B # (If Known): | |
| Address: | |
| Phone Number: | |
| Cell Number: | |
| Email: | |
| Emergency Contact Name/Relationship: | |
| Emergency Contact Phone: | |

This housing license is for the term specified below. It is a revocable license that gives you the right to share a suite and to have a bedroom in the residence hall operated by the Faculty Student Association of Broome Community College, Inc. on behalf of BCC Housing Development I, LLC, and BCC Housing Development Corporation (hereinafter "BCC Housing"). This license will be in effect as long as you remain a student at SUNY Broome Community College (the "College") as determined by the College's Registrar, adhere to the terms of this license, and all of the rules and regulations, and to any amendments thereof issued by BCC Housing with respect to the residence hall as contained in the Residence Life Handbook or elsewhere. Please review the Residence Life Handbook at: www.sunybroome.edu/housing.

2014-15 Residence Hall Rates Per Occupant:

| ROOM: | AMOUNT PER SEMESTER: | AMOUNT PER ACADEMIC YEAR (not including break periods): | AMOUNT PER ACADEMIC YEAR (including Break periods): |
|--------------|-----------------------------|--|--|
| Single | \$3,850 | \$7,700 | \$9,200 |
| Double | \$3,465 | \$6,930 | \$8,000 |

Prior to the Friday before the first day of classes for the applicable semester, you must either pay the applicable room charge for that semester to the College or submit a College approved payment plan. All housing payments shall be paid to the College as provided in the College website (www.sunybroome.edu/housing).

License:

BCC Housing hereby licenses to you the right to occupy a portion of the residence hall, subject to the terms and conditions of this Housing License and the policies, procedures, codes of conduct, and rules and regulations of the College and BCC Housing, which may be amended from time to time. The portion of the residence hall licensed to you shall consist of the exclusive use and occupancy of a single room, or nonexclusive use and occupancy of a double room. Decisions on placement are at the discretion of the Director of Housing. Common spaces, living rooms, kitchens, or other public areas within the residence hall may be used by the residents of the building, but ownership and occupancy rights are retained by BCC Housing.

Term:

The license hereunder shall commence on _____ and shall terminate upon the conclusion of the College's spring final examination period for non-graduating students and twenty-four (24) hours following the College's commencement ceremony for graduating students.

Agreement Constitutes a License:

BCC Housing and you acknowledge and agree that this Housing License and the license granted hereunder constitutes a revocable license and not a lease, and that nothing contained in this Housing License creates a landlord-tenant relationship. As a resident entering into a license and not a lease, you understand and acknowledge that the rights or protections afforded to lessees or tenants under the laws of the State of New York are not afforded to you. You are **strongly encouraged** to seek legal counsel with respect to this license before signing it.

Use of Premises:

You understand and agree that the room is licensed for residential use only. You shall not use the room as a business, nor shall you conduct any business activities anywhere in the room or on the grounds of the residential community. Conducting business activities includes- but is not limited- to using the living unit address as a mailing address for business related activities and functions, and hosting of websites. You additionally understand and agree to not permit the room to be used for illegal purposes, nor to engage in illegal acts in the room or upon the grounds of the residential community.

License Termination:

The College and BCC Housing, at their sole discretion, reserve the right not to renew or continue this Housing License for any subsequent periods. BCC Housing may exercise any and all rights it may have under this Housing License and under applicable laws in the event that you fail to vacate the room and the residence hall upon such termination.

BCC Housing may terminate this Housing License and require you to vacate the residence hall by giving written notice to vacate for any of the following reasons:

- a) You are or become ineligible to be a resident;
- b) You fail, for any reason, to comply with any provision of this Housing License or any rule/regulation established at any time by BCC Housing or the College; or
- c) If BCC Housing or the College, in their sole discretion, deem such termination necessary or advisable.

Break Housing Rates:

Except for students who have received written approval and have paid the additional fee for break housing, the residence hall will be closed during Thanksgiving Break, Winter Break, and Spring Break, and students must vacate the residence hall during these periods. The specific dates for these breaks will be determined by the College's academic calendar.

One or more areas in the residence hall may be designated for housing during these break periods. Students selecting such housing will be able to remain in the designated area of the residence hall during Thanksgiving Break, Winter Break and Spring Break. Students who know that they will need to stay for even one (1) break should request break housing. Students must follow guidelines as outlined in the Break Housing Instructions.

Security Deposit:

A \$300 security deposit is required upon application, and payment of the deposit does not guarantee a room. It will be refunded if you are not offered a room. The deposit is refunded within sixty (60) days after the end of the semester, subject to the following:

- a) If the Housing License is terminated for any reason other than for December graduation, the security deposit will not be refunded. If you remain enrolled for the spring semester at part-time or full-time status, you will be held liable for spring room charges. If you graduate in December but enroll in the spring semester, the Housing License will still be in effect. You may be released from your obligation under this license only with written permission of the Vice President for Student and Economic Development. All requests for release must be submitted on a Housing License Release Requests Form available from the Office of Residence Life. You must present a compelling reason for the requested release (e.g., marriage, activation for military duty, medical reasons, etc.). The decision as to whether to accept any such request shall lie solely at the discretion of the Vice President for Student and Economic Development.
- b) Room damages beyond normal wear and tear will be charged against the deposit. Damages to common areas are the sole responsibility of the resident (which includes the resident's guests or invitees) causing the damage and will be charged to that student's security deposit. If a determination cannot be made as to which resident is responsible, all residents sharing the common area will be charged on a pro rata basis against the security deposit. Students are responsible for all damage costs exceeding the security deposit. Failure to turn in a room key or building access key (fob) immediately upon vacating will result in a charge of \$200 above the security deposit.

Late Fees:

In the event that any payment is not received prior to the close of business on or before the third day after such payment is due, you shall pay, as an additional Housing License fee and not a penalty, a late charge equal to five (5) percent of the Housing License fee payment that is past due. Any unpaid balance after the aforementioned due dates, regardless of the cause, may be grounds for terminating the license.

- a) You shall pay a charge of \$25.00 for any payment returned for insufficient funds or which otherwise fails to clear the issuing bank. Such charge shall be due and payable immediately upon notification to you of each such instance and shall be in addition to any late charges assessed. The insufficient funds check charge shall constitute an additional license fee and not a penalty.
- b) Additional fees, including but not limited to late fees, insufficient funds fees, lock-out fees, key/card replacement fees, cancellation fees, transfer fees, damage fees, etc. will be billed by BCC Housing or the College. Payments received will first be applied to any outstanding charges, including but not limited to late charges, damage repair, and insufficient funds check charges, incurred by you or on your behalf, prior to applying payment to the current license fee payment due and payable. In the event the payment is insufficient to pay in full all charges then outstanding, you shall immediately pay the difference plus any late charges incurred by virtue of your failure to pay in a timely manner.

Meal Plan:

Students living in campus housing **are required** to purchase a minimum of a ten (10) meals per week plan. See: <https://mycollege.sunybroome.edu/web/campus-life/dining> for details on the meal plan. Payment for the meal plans shall be payable at the time residence hall rates are paid.

Refund Policy:

If a student withdraws from the College, he/she will be charged fees for housing and meals according to the following schedule for fifteen (15)-week courses:

| TIME PERIOD: | PERCENT THAT IS REFUNDABLE: |
|-----------------------------------|-----------------------------|
| Prior to move in day | 100% |
| During the first week of classes | 75% |
| During the second week of classes | 50% |
| During the third week of classes | 25% |
| After the third week of classes | 0% |

Payments in excess of any final costs attributable to the student will be refunded to the student.

Failure to occupy space after signing the Housing License does not relieve student of its terms.

If this Housing License is terminated due to conduct constituting a default of this License, the student will not be entitled to a refund of residence hall charges, meal charges or to the security deposit.

Cancellation Policy:

Continuing students assigned to housing must cancel their fall semester housing in writing by July 15. A new student must cancel in writing by August 1st. A request to cancel after these deadlines will be denied if the student is enrolled during the term of this License. He or she will be required to pay the entire room charge for the fall and spring semesters.

Residents who withdraw for the fall semester after November 30, but remain students at the College for the spring semester, must fulfill the terms of the Housing License for the spring semester and remain in housing.

Residence Life Policies and Conditions of Occupancy:

Preference is given to students who are matriculated, enrolled as full-time students, in good academic and disciplinary standing, and will be at least eighteen (18) years old by December 31. If after occupancy a student is no longer full-time, this License will not terminate.

BCC Housing may terminate this license, revoke a student's right to reside in the residence hall, and take possession of his/her room, if at any time a resident (or his or her guests or invitees) violates any rules set forth in the Residence Life Handbook, or any policies and conditions recited in this license. Upon such termination, the student may not be a guest of any resident.

BCC Housing is entitled to enter and inspect residence hall rooms at any time in order to protect the health and safety of students therein, and to ensure the maintenance and sanitation of such rooms. BCC Housing shall endeavor (but not be required) to post notice of any general room inspection at least twenty-four (24) hours beforehand. In addition, BCC Housing is entitled to enter and conduct an unannounced inspection of any residence hall room if it has reasonable cause to believe that illegal activity is, or may be, occurring in such room, that violation of any policies or conditions of occupancy either in this Housing License or contained in the Residence Life Handbook is or may be occurring therein, or in the case of an emergency.

No alcohol or non-prescribed drugs or drug paraphernalia is permitted in the residence hall or room, including but not limited to hookahs, cloves, etc.

The College is a smoke-free campus. No smoking is permitted in the residence hall or the room, including but not limited to cigarettes, e-cigarettes, tobacco products, etc.

Possession of weapons or devices that can be used as a weapon and any physical violence are grounds for immediate eviction from the residence halls. Possession, use, or threatened use of firearms, ammunition, explosives, firecrackers, hunting knives, dangerous chemicals, or any other objects that could be used as weapons, is prohibited on College property.

No animals or pets of any kind are permitted in the residence halls, with the exception of service/guide dogs.

Loss or Damage:

Students are responsible for the daily care and cleaning of their rooms and suites. Failure to keep the common areas in the suite clean may result in all occupants of the suite being charged for cleaning of these areas. All suites and rooms will be checked at each break closing, and any that possess a health hazard or are not cleaned so that a new occupant could move in will be cleaned, and all current residents will be charged for the cleaning.

Students residing in a room are jointly and individually responsible for the furniture and condition of the room. Students will be charged for damages and will be expected to promptly and fully pay for any and all such damages. Students who fail to respond to notices of fire safety violations will be fined for these violations.

The College, BCC Housing, their agents, and any affiliated entities or individuals shall not be liable, directly or indirectly, for- and you agree to hold them harmless from- any loss or damage to any article of personal property or vehicle anywhere on the premises or on College property caused by fire, water, steam, the elements, insufficient heat, loss, surges of electricity, the actions of third persons, or any other acts of nature resulting in the interruption of service or damage to personal belongings. Additionally, students who cause damage in the residence halls, including major structural damage, should expect to be held financially accountable. Students are responsible for insuring their own property by purchasing renter's insurance, or by ensuring coverage through their parents' homeowners insurance.

No resident may paint, put nails or screws in, make holes in, or otherwise alter or damage the residence accommodation or any other part of the residence hall without on each occasion obtaining prior written consent from the appropriate BCC Housing administrator. The cost of any repair, cleaning, damage, or loss to the facility, will result in appropriate charges to the resident responsible for violating this policy.

Roommates, Room Changes, and Assignments:

Resident's request for specific roommates will be considered but not guaranteed. In the event that Resident's assigned roommate shall fail to take occupancy of the room or shall cease to occupy the room, BCC Housing shall have the right -but not the obligation- to obtain permission from Resident with respect to alternative or replacement roommates, and shall have no obligation to inform a Resident of new roommate assignments with respect to the room.

All room changes must have the prior approval of the Director of Housing, or designee. As all room changes require turnover cleaning, the cost of cleaning the room shall be charged to the student's account any time rooms are changed. Room rates will be adjusted and pro rated if you move to a different type of room (double to single or vice versa).

BCC Housing reserves the right to reassign students' rooms at any time. **SUNY Broome Community College supports diversity and offers a residential experience with people of different backgrounds and cultures. The residence hall system does not discriminate on the basis of gender identity, race, culture, ethnicity, age, disability, sexual orientation, religion, or national origin.**

Students may not take on a roommate, assign, subcontract, lease, or otherwise transfer their interest under this Housing License, or permit anyone not duly assigned or approved by the Director of Housing to share any part of the room or suite.

Guests:

No other person or persons shall occupy the room or the residence hall without the express written consent of BCC Housing. You, as host, assume full responsibility for your guests' behavior as well as all charges for damages that result from your guests' behavior.

Residents who wish to invite guests are required to obtain prior approval from BCC Housing. Guests whose actions or whose presence in the residence hall is in violation of the rules/regulations of BCC Housing or the College will be considered trespassers.

A resident may only have one (1) overnight guest at any given time. Roommates must also approve overnight guests. While in the building, guests **must** be accompanied by their host at all times.

Residents may not have overnight visitors for more than eight (8) days per month. Overnight visitors may stay for no more than four (4) consecutive nights.

Absolutely no overnight guests will be allowed during the first two weeks of the academic semester and during study and final examination periods.

There shall be no more than ten (10) people in a suite at any one time due to fire safety issues.

Abandoned Property Policy and Failure to Vacate:

Any personal property that remains in a room upon termination of the license shall be deemed abandoned and may be disposed of by BCC Housing at its sole discretion. BCC Housing may, at its discretion, make efforts to notify the student and/or the student's parent(s) and/or guardian(s) that property has been found in the room. Neither BCC Housing, the College, nor their agents or contractors, assume any responsibility for such property at any time, regardless of any course of action taken. Students shall reimburse BCC Housing for the costs of disposition of personal property.

If you fail to vacate the room and the residence hall at the end of the Housing License term or earlier date of termination of the Housing License, in addition to all other remedies available to BCC Housing, a fee of \$100.00 per day will be charged to you for each day or portion of a day past the last day of the term, or earlier date of termination of the Housing License, that you occupy the room or the residence hall.

Students are required to move out of their rooms at the end of the semester if they are not registered for the spring semester. Students who do not move out and do not register by the end of the fall semester, as well as students who register, keep their belongings on campus, and then withdraw in January, will be charged a storage fee of \$25.00 per day until the date the belongings are removed.

Holds:

Any of the following will result in a hold placed on your College record and transcript:

- a) Failure to adhere to room and residence hall check-out inspection;
- b) Failure to return the key/card upon expiration of Housing License;
- c) Failure to deliver the room in a vacant and broom clean condition upon the expiration of the Housing License or on the date of earlier termination of the Housing License; or
- d) Failure to pay all Housing License fees, meal charges, other fees, charges, and other amounts due.

Contact Permission:

You grant permission to BCC Housing to contact at any time your parent(s) and/or guardian(s) regarding any issue related to your occupancy of the room or the residence hall or any issue related to payments or financial accountability.

Insurance:

It is **highly** recommended that you obtain and maintain **health AND renter's** insurance. You acknowledge that BCC Housing does not have any responsibility for any costs, fees, or other charges-financial or otherwise- for medical services or care for you.

Any insurance carried by BCC Housing does not cover you or your guests, your personal property, or the personal property of your guests. You acknowledge that you have been strongly encouraged to obtain renter's insurance that may provide coverage against these and other physical losses of property, in addition to providing temporary housing accommodations and protection against personal loss.

BCC Housing shall not be liable for any loss or damage caused directly or indirectly by any act of God or nature, law, or public policy, act or omission of suppliers or carriers, strike, fire, flood, explosion, or other circumstances beyond BCC Housing's reasonable control.

Enforcement Procedure:

The BCC Housing staff is delegated the responsibility to take the actions necessary to ensure the health, safety, and welfare of the residents. Responsibility for interpretations of the residence hall rules and their enforcement is solely that of the Director of Housing.

It is understood and agreed that the student accepts and agrees to the rules of the Housing License herein and that he/she is responsible for adherence to all policies specified in the Residence Hall Handbook, available at: www.sunybroome.edu/housing.

It is also understood that the information regarding policy violations can and will be shared with the student's parent(s) and/or guardian(s). BCC Housing will provide a room to the student for the academic year in the residence hall operated by BCC Housing, subject to these terms, and subject to the general rules and regulations of the College with respect to its students.

If you fail to observe any of the terms and conditions of this Housing License, you forfeit your right to reside in the residence hall and may be subject to disciplinary action according to the rules and regulations of the College. BCC Housing reserves the right to remove any student from his/her residence hall room if, in the judgment of the Vice President of Student and Economic Development, Director of Housing, or their designee, the student has engaged in or threatened acts of misconduct such that his/her continued presence would endanger public order, property, threaten the personal safety or security of others whether by acts of physical or mental harassment or other means, or be sufficiently disruptive as to adversely affect the ability of others to pursue their academic goals.

Severability Clause:

If any provision of this Housing License or portion of such provisions is held to be invalid, the remainder of this Housing License shall not be affected.

Amendments and Modifications:

You understand that any modifications, changes, additions, or deletions of the terms of this Housing License must be signed by you and BCC Housing in order to be effective and binding.

Governing Law:

This Housing License shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. All disputes shall be resolved in the County of Broome.

Force Majeure:

In the event BCC Housing 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 or nature, riots, strikes, labor difficulties, epidemics, 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 such BCC Housing's control, the BCC Housing shall be excused from performance of this License Agreement and will not have any liability in connection herewith.

Notices. To be effective, all notices and other communications to the resident under this Agreement shall be in writing and sent to the intended recipient by personal delivery or by registered or certified mail, return receipt requested, at his or her address first set forth above. All notices and other communications to BCC Housing under this Agreement shall be in writing and personally delivered to the Director of Housing or sent by registered or certified mail, return receipt requested to (address to be added). Each party may change his, her, or its address for receipt of notice by giving notice of such change to each of the other parties pursuant to this paragraph. Notice will be deemed given immediately upon personal delivery, or three business days following the date on which such notice is mailed in accordance with this paragraph.

Acknowledgement of Terms:

By initialing where requested and signing this Housing License below, you acknowledge and confirm that you have carefully read all the provisions, terms, and conditions of this Housing License and fully understand all the provisions, terms, and conditions of this Housing License.

Counterpart Execution:

This Housing License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Each party may execute this Housing License by any electronic method, and such electronic signature shall constitute an original signature. **IN WITNESS WHEREOF**, you and BCC Housing have caused this Housing License to be duly executed as of the date first above written.

RESIDENT:
(and parent(s) and/or guardian(s) if Resident is under 18)

(RESIDENT'S SIGNATURE)

(PRINT NAME)

(PARENT(S) OR GUARDIAN(S) SIGNATURE, if Resident under 18)

(PRINT NAME)

NAME AND CONTACT INFORMATION FOR PARENT(S) AND/OR GUARDIAN(S)

Name: _____
Home Phone #: _____
Business Phone #: _____
Cell Phone #: _____

Licensors:
BCC Housing
By: _____ (SIGNATURE)

(PRINT NAME)