



2019-2020 HOUSING ELIGIBILITY INFORMATION

Eligibility Requirements:

Students must meet the following to be eligible to live in SUNY Broome Community College on-campus housing. Rooms are granted on a first come, first serve basis once all of the below items are completed. As rooms become available, student will be contacted and offered a room.

- **GPA Requirement**
 - New students must have graduated from high school, or equivalent, with at least a 1.75, or comparable, grade point average (GPA).
 - Returning students must have and maintain at least a cumulative 2.0 SUNY Broome GPA
- **Course Load**
 - All students in housing must be matriculated, enrolled as full-time students (minimum of 12 credits), and in good academic and disciplinary standing. If after occupancy and the drop/add period a student is no longer full-time, the decision to terminate the license is at the discretion of the Director of Housing.
 - All students must be at least eighteen (18) years old by December 31 of the year during which occupancy shall commence.
- **Financial Requirements**
 - A \$300 security deposit must be paid to apply for housing. Should space not be available, this deposit is used to secure the student a spot on the waiting list. Full information regarding the security deposit can be found in the Housing License.
 - Financial Aid and Student Account paperwork must be completed within two weeks of applying to on-campus housing. This includes completing your FAFSA, completing any requested paperwork, and submitting your Residency Certificate. Refer to Financial Aid website for definitions and further information: <https://www2.sunybroome.edu/financialaid/financial-aid-faq/>

Important eligibility reminders:

BCC Housing has recently made changes to the Housing License. It is the resident's responsibility to review all portions of the Housing License before accepting to abide by its policies and standards. The following are changes we would like all applicants for housing to be familiar with.

GPA Requirement:

Students must achieve a minimum 1.75 SUNY Broome GPA as calculated by the SUNY Broome Registrar's Office during their first semester in residence and a cumulative 2.0 SUNY Broome GPA thereafter. Students may appeal to the Director of Housing to remain in Housing if their GPA drops below these minimums.

*In brief; students must have at least a 1.75 GPA based on their first semester and after that must maintain at least a 2.0 cumulative GPA.

Conduct Requirement:

Students who tamper with fire safety equipment and/or set off the fire alarm for illegal activity (burning candles, smoking or vaping, cooking chemicals), and are found responsible may be removed from Housing.

No alcohol, non-prescribed drugs, or drug paraphernalia is permitted in the residence hall or room. This includes but is not limited to hookahs, grinders, cloves, etc. Two (2) instances of being found responsible for Alcohol or Other Drug (AOD) possession or use will result in your housing privileges being revoked.

*In brief; if a student is found to be in possession of or using alcohol or non-prescribed drugs or paraphernalia twice (in any combination) during the academic year they will be removed from housing.

Should you have any questions about SUNY Broome Housing, please contact the Housing Office at 607-778-5307.



2019-2020 HOUSING LICENSE

This is a binding agreement between you and the BCC Housing Development I, LLC, and BCC Housing Development Corporation. 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 eligible for housing and are a student at SUNY Broome Community College (the "College") as determined by the College's Registrar.

Residents must 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 managed by the College. This information may be found at: <http://www2.sunybroome.edu/housing/>

To be eligible to reside within the Student Village, you must either pay the applicable room charge for that semester to the College or submit a College approved payment plan by the advertised deadline posted by BCC Housing. All housing payments shall be paid to the College as provided in the College website: <https://www2.sunybroome.edu/financialaid/student-accounts/>

Definition of Terms:

Residence Hall/Student Village: Includes all interior and exterior spaces of the Student Village (e.g., parking lots, common spaces) to be controlled by the License.

Suite: Includes all spaces within the 4 bedroom suite (e.g., kitchen, common space, bathrooms) to be controlled by the License.

Bedroom (or Room): The specific area assigned to a student within the suite, this may be a single or double bedroom.

Room Assignment: The actual bedroom and suite assigned to the resident, and for which the resident is responsible.

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 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 right to occupancy within the Student Village shall commence upon receipt of your key for the Student Village 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, unless sooner terminated as provided herein.

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.

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 administratively 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 (see eligibility requirements as described herein);
- 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 (see Residential Life Handbook: <http://www2.sunybroome.edu/housing/handbook>);
- c) If BCC Housing or the College, in their sole discretion, deem such termination necessary or advisable; or
- d) If you are sanctioned to be removed from housing as part of the Student Conduct process.

If your license is administratively terminated your security deposit is forfeited.

Security Deposit:

A \$300 security deposit is required upon application, and payment of the deposit does not guarantee a room. This security deposit is held in a separate security account and interest will not accrue on it. It will be refunded if you are not offered a room.

Use of Security Deposit

- a) Administrative License Termination as described above results in forfeiture of deposit.
- 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 \$75.00 for the replacement and rekey of the room.
- c) This security deposit may be used towards any outstanding financial balance due to BCC Housing.

- d) If a student cancels for the spring semester without prior approval from the Director this will result in forfeiture of deposit.

Security Deposits Refund Process

Any eligible refund balance upon termination of the license will be processed by BCC Housing in a timely manner. Although this process may take up to 60 days the BCC Housing’s goal is to issue refunds as quickly as possible.

Refunds will be mailed to the student’s permanent address via check.

Additional 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.

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.

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. These payments are due within 30 days of the student being billed by the BCC Housing. 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.

Collection Cost Fees:

You accept liability for any collection costs as a result of failure to pay, including without limitation, collection agency fees, court costs and attorney’s fees.

You agree that if your payment includes approved financial aid, you will be fully obligated to pay the balance of any balance as a result of financial aid that does not materialize or for which the student is deemed ineligible (as a result of withdrawals, drops, failure to meet academic progress or other reasons).

Meal Plan:

Students living in campus housing **are required** to purchase a minimum of a fourteen (14) 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 you withdraw from the College, you will be charged fees for housing and meals according to the following schedule:

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%

If this Housing License is administratively terminated as described in the earlier section you will not be entitled to a refund of residence hall charges, meal charges, or to the security deposit.

If you occupy the space and vacate prior to classes beginning and you are not taking classes during that term, you will be charged a daily prorated amount for the time you had your key as well as your belongings in the space occupied.

Cancellation Policy:

Continuing students assigned to housing must cancel their fall semester housing in writing by June 1. A new student must cancel in writing within two (2) weeks of being notified of their placement. 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 and meal charge for the fall and spring semesters, and the security deposit will not be returned.

Students may terminate their Housing License for the following reasons with four (4) weeks' notice:

- December graduation,
- Military service,
- Study abroad,
- Medical withdrawal, or
- Transferring to another college.

If you remain enrolled for the spring semester, 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 Director of Housing. All requests for release must be submitted on a Housing Cancellation Requests Form available from the Housing Office by November 15th. The decision as to whether to accept any such request shall lie solely at the discretion of the Director of Housing.

Residence Life Policies and Conditions of Occupancy:

Students may be subject to a criminal background check prior to being accepted to live in the Student Village. By signing this License Agreement, the resident authorizes the criminal background check to be done.

Students in housing must be matriculated, enrolled as full-time students, in good academic and disciplinary standing, and will be at least eighteen (18) years old by December 31 of the year during which occupancy shall commence. Students must maintain a 1.75 SUNY Broome GPA as calculated by the SUNY Broome Registrar's Office during their first semester in residence and a cumulative 2.0 SUNY Broome GPA thereafter. Students may appeal to the Director of Housing to remain in Housing if their GPA drops below these minimums. If after occupancy and the drop/add period a student is no longer full-time, the decision to terminate the license is at the discretion of the Director of Housing.

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 and/or Student Code of Conduct, 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 all students, 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 and/or Student Code of Conduct is or may be occurring therein, or in the case of an emergency.

No weapons of any kind shall be permitted in the Student Village as stated in the Residential Life Handbook. This includes items that are replicas or have been altered to appear as a real weapon, including BB guns and airsoft guns.

No alcohol, non-prescribed drugs, or drug paraphernalia is permitted in the residence hall or room. This includes but is not limited to hookahs, cloves, etc. Residents are responsible for any guests found in violation of this

policy. No alcohol is permitted on campus, even for residents that are of the legal age. Residents may not be under the influence of drugs and/or alcohol in the Student Village. This policy includes the parking lots and outside grounds of the Student Village. Two (2) instances of being found responsible for Alcohol or Other Drug (AOD) possession or use will result in your housing privileges being revoked.

No animals or pets of any kind are permitted in the Student Village, with the exception of service dogs, support animals and comfort animals in accordance with the Americans with Disabilities Act and Federal Fair Housing Act. Any prospective resident may request additional information related to service dogs, support animals and comfort animals by contacting the Director of Housing for more information.

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. Students are responsible for keeping suites and bedrooms clean and free from insect infestation (e.g. ants, cockroaches, bedbugs, etc.) and are responsible for pest control costs if needed. 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 can 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. Fines are determined by the Fire Marshal.

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 Student Village, including major structural damage, should expect to be held financially accountable.

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 Student Village 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:

BCC Housing will make room assignments. SUNY Broome Community College supports diversity and offers a residential experience with people of different beliefs, 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. BCC Housing will not change or alter room assignments based on the protected classes previously described.

Resident's request for specific roommates will be considered but not guaranteed. In the event that a 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 to fill the space with another student.

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, beyond normal wear/tear 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.

Students shall not assign, transfer or sublet this License to any part or all of the Premises. Subletting includes short-term or temporary rental arrangements including, but not limited to, those offered through peer-to-peer accommodation services such as, but not limited to, Airbnb, Craigslist, or Couchsurfing. Assigning, transferring or subletting may result in discipline and/or license revocation without compensation.

Guests:

No other person or persons shall occupy the room or the residence hall. **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 check them in/out at front desk of hall as well as escort them the entire time they are in the building. 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. Overnight guests must be approved by the Resident Director at least 24 hours in advance. 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 four (4) days per month. Overnight visitors may stay for no more than two (2) consecutive nights. 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 concerns.

All suitemates must agree whether an individual, or individuals, may be guests of the suite. If one of the suitemates is uncomfortable with a particular guest or having overnight guests, all suitemates must comply with the request to restrict access to the suite.

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.

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 remove their belongings at the end of the semester and are not registered for the spring semester, may have their belongings discarded or recycled and will be financially responsible for the cost of doing so.

Holds:

Failure to pay all Housing License fees, meal charges, other fees, charges, and other amounts due will result in a hold placed on your College record and transcript.

Contact Permission:

You grant permission to BCC Housing and the college 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. Students may be removed from Housing for actions committed by their suitemates. It is important that if there are violations of the Student Code of Conduct and/or Student Village Policy in the suite, the student informs the Director of Housing as soon as possible. It is understood and agreed that you accept and agree to the rules of the Housing License herein and that you are responsible for adherence to all policies specified on the Student Village website, available at: www.sunybroome.edu/housing.

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.

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 you receive acceptance of your application and room assignment from BCC Housing.

3/8/2019

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