

Centennial Hall

Abby Lane Housing Corporation

Centennial Hall is a 452 bed residence facility owned and operated by Abby Lane Housing Corporation for the exclusive use of students attending the SUNY College of Environmental Science and Forestry (SUNY-ESF).

Housing Contract 2013-14

1. Introduction

These are the terms and conditions for occupying student housing at Centennial Hall. They are an inseparable part of the application for student housing. When the application is accepted by Centennial Hall, these terms and conditions shall be enforceable against Abby Lane Housing Corporation and against the student and other financially responsible person signing the Housing Contract.

(a) *Housing Requirement.* All entering freshmen at SUNY-ESF are required to reside on campus in Centennial Hall for their first year of enrollment. The Office of Undergraduate Admissions may waive this requirement for students whose permanent home address is determined to be within commuting distance. Transfer students are not required to reside in College housing but are encouraged to apply for housing, and housing will be assigned to transfer students at Centennial Hall's discretion if it is determined that space is available. Students will be financially responsible for the cost of Centennial Hall attributable to the mandatory periods even if they fail to occupy Centennial Hall as required by SUNY-ESF policy. Similarly, students who elect to live in Centennial Hall for a given academic year by completing the Housing Contract process will be financially responsible for the cost of Centennial Hall for that academic year if they fail to occupy the housing. Students not required to live in Centennial Hall may do so if they desire, with the consent of Centennial Hall, provided space is available. Students who elect or are required to live in Centennial Hall are obligated to the terms of this Housing Contract for the period set forth in Item 4.

(b) *Other Requirements.* All undergraduate students living in Centennial Hall, with the exception of students housed in student apartment units, are required to contract for a Syracuse University meal plan. All students occupying Centennial Hall are required to adhere to the *Code of Student Conduct* published on the SUNY-ESF website. All students and guests shall comply with this Housing Contract. Except as provided herein, a violation of any provision of this Housing Contract shall be considered a substantial violation of the Housing Contract and shall constitute sufficient grounds for removal or relocation to another housing unit.

2. Definitions

The following terms shall have the meanings set forth when used in this Housing Contract:

(a) "Centennial Hall" shall mean Centennial Hall at SUNY-ESF

(b) "The student" shall mean the student at SUNY-ESF occupying the student housing unit upon the terms and conditions of this Housing Contract. It shall also include, when the context requires, any other person signing the Housing Contract for housing as being financially responsible for paying housing charges .

(c) "Student housing" shall mean student housing at Centennial Hall

3. Eligibility for Student Housing

Centennial Hall reserves the right in its sole discretion to determine who shall be eligible for student housing. The following are minimum requirements, but Centennial Hall may establish other requirements from time to time:

(a) No person shall be admitted to student housing unless that person is an undergraduate or graduate student at SUNY-ESF who meets the requirements set forth in paragraphs 3 (b) and/or 3 (c) of this Housing Contract, whichever applies.

(b) Undergraduate students must be registered for at least 12 credits per semester.

(c) Graduate students must meet the criteria established by SUNY-ESF for academic full-time status.

4. Duration of Occupancy

Regardless of class standing, or how many semesters the student has resided in Centennial Hall, Housing Contracts are for the full academic year, both fall and spring semesters. Room charges are billed in equal installments for each semester or other term of occupancy. The term of occupancy and financial obligation is relative to the contract signed. The housing unit shall be available for occupancy and shall be vacated as determined by the terms of the contract signed based on the specific unit occupying.

Occupancy of provisional housing for additional periods accommodating longer academic years shall be at additional rates. Should the student not obtain a key and occupy the housing unit assigned by the first day of classes of each semester, or provide notice of late arrival, Centennial Hall management staff may terminate this Housing Contract by written notice and assign the housing unit to another student.

5. Housing Rates

Housing rates are established each year by Centennial Hall and are uniform based upon the type of housing and the term of occupancy. Rates shall be determined by Centennial Hall prior to the beginning of the rental term and available for students on the Centennial Hall website.

6. Payment of Housing Charges

Housing charges must be paid to the SUNY-ESF bursar's office upon receipt of the bill.

7. Utilities

Centennial Hall shall furnish at no additional cost all heat, air conditioning, cable, internet, electricity, and water reasonably required for the housing unit occupied by the student. Such utilities shall be furnished in accordance with the existing design of the housing unit or building occupied by the student and shall be subject to load limits and availability. Centennial Hall may charge the student for any extraordinary or unreasonable use of utilities. Centennial Hall shall not be liable for any interruption of utility service unless such interruption is caused by its gross negligence.

8. Use of Premises

(a) *Residence Purposes Only.* The student shall use the housing unit only as a residence for himself or herself. The living space may not be used for business purposes.

(b) *Maintenance and Repairs.* Centennial Hall shall be responsible for all maintenance and repair of the housing unit and its furniture and equipment. The

student shall not attempt to perform such maintenance or repairs, but shall notify the management office of the need for maintenance or repairs.

(c) *Right of Entry.* Centennial Hall reserves the right to enter the housing unit from time to time at reasonable hours for reasonable purposes and not an excessive number of times to inspect the housing unit or perform repairs and maintenance. Centennial Hall management staff shall endeavor to give advance notice to the student of the proposed entry, but such notice is not required and is specifically waived where emergency or other conditions, including safety and security conditions, prevent the giving of notice or make it impracticable. The student shall not interfere in any way with the management staff's right of entry under this subparagraph.

(d) *Furniture.* Furniture supplied by Centennial Hall shall be maintained in its proper location. The student may rearrange the furniture within the housing unit but may not disassemble it, exchange it with other students, or move it to other locations. Furnishings shall not block windows, doors, or air conditioning and heating units. Furniture shall not be placed on top of other furniture unless designed to do so. Furniture shall only be used for its intended purposes. No furniture shall be taken from lounges or other common areas and placed in a student's private area of residence or moved to any other location. Centennial Hall furnishings are not to be used outside the housing unit.

(e) *Air Conditioning, Refrigerators, and Other Appliances.* No air conditioning or other heating or cooling equipment or apparatus shall be added to or utilized in the housing unit. Space heaters, halogen lamps, and multi-headed lamps are prohibited and subject to immediate confiscation. The student shall be responsible for paying all costs and making necessary arrangements for the items to be removed from the premises. Single-use extension cords are not permitted. The exclusive use of power strip surge protectors equipped with a breaker switch is strongly encouraged.

(f) *Keys.* Residence hall room and apartment keys are issued by the management staff to the assigned student upon checking into the residence facility. Issued keys are for the express use by the assigned student and may not be given or loaned to another individual. In the event that a student loses or misplaces a key, that student shall be responsible for the reasonable and actual cost of both parts and labor associated with replacement. Replacement keys shall be obtained only from the management office with proof of identity. The student may be charged a reasonable fee when the staff is required to unlock a door for a student who has lost or misplaced a key or is otherwise locked out of his or her room.

(g) *Storage of Personal Belongings.* No personal belongings are to be stored in the parking lots or premises surrounding Centennial Hall or in any of the common areas. All personal belongings are to be stored in the student's housing unit or such other place as may be designated by Centennial Hall from time to time. No flammable substances, including motorcycles and motors, shall be stored or used on the premises. Storage of personal belongings in student housing other than during the occupancy term is not permitted.

(h) *Pets.* No pets or animals of any kind are permitted in any student housing or surrounding property whatsoever under any circumstances, except service animals for persons with physical disabilities may be permitted upon written approval from the Office of Counseling and Disability Services.

(i) *Guests.* Centennial Hall will permit registered guests to stay overnight in student housing for periods not

exceeding three consecutive days, subject to consent by all authorized roommates. If Centennial Hall terminates its permission for any reason, guests must vacate immediately. The student resident is responsible for the conduct of guests and may be held financially and/or judicially responsible for guests who remain in Centennial Hall for more than three consecutive days and/or for any damage or misconduct caused by guests.

(j) *Smoking.* Smoking is not permitted in Centennial Hall, and is not permitted within 25 feet of the building exterior.

(k) *Other Rules and Regulations.* The living and study conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of SUNY-ESF and all of its students. Therefore, Centennial Hall may impose, and the student shall abide by, other and further rules and regulations for the conduct of students occupying student housing at Centennial Hall. Such rules and regulations shall be published and made generally available by Centennial Hall from time to time. They shall be enforceable upon the student upon publication and without further notice.

9. Cooking and Trash Disposal

(a) *Cooking in First-Year Suites and 2-Bedroom Suites.* Except for the appliances provided, the student shall not use other cooking appliances such as ovens, hot-plates, toasters, toaster ovens, roasting ovens, crock pots, George Forman-type grills, charcoal, gas or butane grills and other similar devices, for any purpose. In addition fuel may not be stored in or around the housing unit constituting a fire hazard. Other high-heat appliances such as irons, single-serving coffee makers, hot-air popcorn makers, and other similar devices are permitted provided they are UL-approved and used in the manner intended. A refrigerator and microwave oven are included with the furnishings provided in each housing unit. Students are not permitted to install or use any other refrigerators or microwave ovens.

(b) *Cooking in 4-Bedroom Apartments.* The student shall be allowed cooking appliances such as toasters, toaster ovens, crock pots, and George Forman-type grills as long as they are in good working order and used safely in the designated kitchen area of the apartment. Charcoal, gas or butane grills and other similar devices are not allowed. In addition fuel may not be stored in or around the housing unit constituting a fire hazard. Other high-heat appliances such as irons, coffee makers, hot-air popcorn makers, and other similar devices are permitted provided they are UL-approved and used in the manner intended. A refrigerator and microwave oven are included with the furnishings provided in each housing unit. Students are not permitted to install or use any other refrigerators or microwave ovens.

(c) *Other Appliances.* Electric freezers, washers, clothes dryers, air conditioners, and other major appliances are also prohibited.

(d) *Trash Disposal.* All trash, rubbish, composting and recyclables are to be disposed of in the facilities provided by, and the manner prescribed by, Centennial Hall. No other garbage cans or other disposal facilities may be utilized. The student shall not prevent or hinder access of Centennial Hall personnel and vehicles to the trash disposal facilities.

10. Special Provisions—Double Room and Single Room Suites

Centennial Hall will be closed for occupancy for students in these unit types during the academic recess between the Fall and Spring semesters.

11. Room Assignments

Room assignments shall be made by Centennial Hall in its sole discretion. Advance notification of roommate assignments may not always be possible. The use of lottery, preference, seniority, or time priority systems for making such assignments may be changed or limited in its sole discretion. Only individuals of the same sex are assigned as roommates in double rooms and single-room suites. Gender neutral assignments may be made for upperclass students in single room suites and student apartment units upon request. Centennial Hall shall reasonably cooperate with students desiring a change in room assignments. Any student desiring a change shall apply to the management office and comply with its prescribed procedures. Failure to comply with the office's prescribed procedures may result in disciplinary proceedings and/or administrative fines. The student shall pay upon Centennial Hall's request any increase in room charges for the new room assignment, including increases that are incurred by the student as a result of College judicial action. Centennial Hall reserves the right to assign occupants to different housing in the event of a redesignation of housing unit category, or substantial conflict with other occupants. Centennial Hall also reserves the right to assign occupants to other units in comparable student housing in order to make optimum use of space. At any point in the academic year, residents of rooms or apartments that are not occupied at capacity may be required to relocate to comparable space in another housing unit.

12. Meal Plans

All students living in double rooms are required to be on a designated meal plan provided by Syracuse University. Students must minimally select a 14-Meal plan. All students living in single-room suites must minimally select a SUpperFood plan. Lost or stolen cards should be reported to the Syracuse University Office of Housing, Meal Plan, and I.D. Card Services, SUNY-ESF University Police Department or the Syracuse University Department of Public Safety as soon as possible. There is no reimbursement nor replacement of unused, lost, or stolen portions of a meal plan.

13. Personal Injury and Personal Property

Centennial Hall shall not be liable for any personal injury sustained by students or guests in or about student housing units or for any loss or damage to the personal belongings of students or guests occupying student housing units, whether caused by or resulting from fire, explosion, theft, vandalism, unlawful entry, electricity, gas, water, the elements, the acts of other persons and/or other students, or any other cause whatsoever, unless the injury, loss, or damage is due to the negligence of Centennial Hall or its employees.

Centennial Hall recommends that personal belongings be insured by the student under an appropriate insurance policy. Any personal belongings left behind by a student following termination of occupancy for any reason may be disposed of by Centennial Hall at its discretion.

14. Termination of Occupancy

(a) *Immediate Notice.* Upon written notice from SUNY-ESF's Dean of Student Life or his or her designee, Centennial Hall may immediately terminate the occupancy of a student if necessary to enforce the

terms of an interim suspension, suspension, expulsion, or enforced medical withdrawal from the College or student housing.

(b) *Notice.* Upon written notice, Centennial Hall may terminate the occupancy of the student upon the occurrence of any of the following:

(i) Failure to pay room charges in full when due;
(ii) Failure to comply with any other substantial term or condition of this Housing Contract or of any College rule or regulation whether or not contained or referred to in this Housing Contract.

(c) *Notice.* Upon written notice, Centennial Hall may terminate occupancy of the student and relocate the student in order to renovate housing.

(d) *Refunds.* Centennial Hall shall determine, in its sole discretion, whether or not a student who is terminated from occupying Centennial Hall shall be entitled to a refund.

15. Vacating the Premises

Upon termination of the right of occupancy, whether by expiration of the occupancy term or otherwise, the student shall immediately vacate the housing unit and deliver possession to Centennial Hall. If the student fails to do so, Centennial Hall shall have the right to immediately re-enter the housing unit and remove all personal belongings therein, without liability for trespass and without liability for any loss or damage caused by re-entry and/or removal. Additional charges for occupancy may be assessed. The student shall deliver all keys to the housing unit within 24 hours of departure. Failure to return all keys may result in an additional charge for the reasonable and actual cost of both parts and labor associated with changing locks. A student shall leave the housing unit in a clean and orderly condition, which includes the removal of all trash and the cleaning of all appliances.

16. Notices

Except as may be otherwise set forth in this Housing Contract, all notices to students shall be deemed sufficiently given if in writing and either (i) mailed to the last known address of the recipient of the notice, such notice to be effective when placed in the United States mail in a properly addressed envelope with sufficient postage, or (ii) delivered personally to the student or any other occupant of the student's housing unit over the age of 17, or (iii) placed in the student's mailbox at the student's housing unit by an authorized representative of Centennial Hall, or (iv) sent to the student's SUNY-ESF e-mail address in accordance with SUNY-ESF policy governing official communications. Notices to Centennial Hall shall be in writing and delivered to the Management Office.

17. Responsibility for Damage

The student shall be personally responsible for any and all damage to the housing unit occupied by the student or Centennial Hall property therein, reasonable wear and tear excepted, unless such damage is shown to have been caused by Centennial Hall. Centennial Hall staff will make quarterly inspections of all suites and apartments to assess damages and maintenance issues. The student also shall be personally responsible for any and all damage to other housing units resulting from the intentional or negligent act of the student or any guest of the student. Loss of property or damage to common areas may be assessed to occupants of the floor or surrounding area. The student shall pay on request the amount of any cost, expense, or loss resulting from any such damage.

Damage to Centennial Hall property may be reason for formal disciplinary review.

18. Withdrawal from Student Housing

(a) *Withdrawal from Housing—General.* In all cases involving withdrawals from student housing after the occupancy term begins, refunds of charges for the housing unit shall be made only to students who have been approved by Centennial Hall. For students leaving student housing who are also withdrawing from SUNY-ESF entirely, whether voluntarily or involuntarily other than as set forth below, refunds of housing charges shall be made at the discretion of Centennial Hall. For students leaving student housing who are not also withdrawing from SUNY-ESF entirely, refunds of housing charges shall be made at the discretion of Centennial Hall only if the departure from the housing unit is with Centennial Hall's consent; in all other cases, no refund of charges will be made.

(b) Students leaving student housing who are not also withdrawing from the College will not be paid any refund of the housing charge, unless and until, the housing unit is occupied by a student not occupying Centennial Hall at the time of the departure of the first occupant of the unit (in which event a refund pro-rated to the date of occupancy by the new occupant may be made by Centennial Hall in its sole, unfettered discretion). Students who are academically suspended are not entitled to a refund of housing charges. Notwithstanding any of the preceding, Centennial Hall may, in its sole, unfettered discretion, permit students to withdraw from housing at any time. Freshmen who withdraw from the College may receive a refund of Spring semester housing charges at the discretion of Centennial Hall.

(c) *Payment of Refunds.* Refunds to withdrawing students of any housing charge shall be made only to those who meet all the requirements of this paragraph.

19. Right of Offset

In the event that any refund is due to a student, SUNY-ESF reserves the right to offset the refund amount against any other amounts owed by the student to the College for any reason.

20. Additional Remedies

In addition to all other rights and remedies afforded it under this Housing Contract or applicable law, SUNY-ESF may suspend a student who fails to perform (or with respect to whom there is a failure to perform) the financial obligations of this Housing Contract, may prohibit the student from registering (either currently or at any future time) and from attending classes, and may withhold grades, transcripts, and/or diplomas.

21. Location of Any Legal Action

Any student or other person financially responsible with respect to the Housing Contract consents to be subject to the power and authority of the courts of the State of New York. Any legal action for the enforcement of any term or provision of this Housing Contract shall be brought in the appropriate court in Onondaga County, New York.

22. Applicable Codes, Ordinances, and Laws

The student shall comply and shall cause all guests to comply with all applicable codes, ordinances, and laws affecting Centennial Hall's student housing and the student's particular housing unit.

23. Restriction on Transfer and Subletting

This Housing Contract and the right of occupancy granted by it do not create or constitute an interest or right in real property. The right of occupancy may not be transferred by the student, by operation of law or otherwise, without the prior written consent of Centennial Hall. The student may not assign or sublet his or her right of occupancy created by this Housing Contract.

24. Waivers

Centennial Hall may exercise all of its rights under this Housing Contract either separately or together. Any exercise or failure to exercise a right or remedy under this Housing Contract or under applicable law shall not be considered a waiver of any other right or remedy or of the right to exercise that or any other right or remedy in the future. No waiver shall be enforceable against Centennial Hall unless in writing and signed by a duly authorized officer.

25. Changes

Any change or modification of this Housing Contract must be in writing and signed by a duly authorized officer of Centennial Hall and the student in order to be effective.

Contract Dates: «Contract_Begin» - «Contract_End»
Unit type assigned: «Offered_Space»
Installment charges: «Charges»

«First Name» «Last Name»

Printed Student Name

Student Signature

Date

«Guarantors Full Name»

Guarantor Printed Name

Guarantor Signature

Guarantor E-Mail Address

Date

Abby Lane Housing Corporation designee

Date