

**MEDAILLE COLLEGE
ROOM AND BOARD CONTRACT
GENERAL TERMS AND CONDITIONS**

CONTRACT PERIOD: Unless otherwise specified, this contract is for two semesters within the same academic year. Housing policies provide that a prorated refund of a student's room and board charges will be made only if the College terminates this contract prior to the end of the semester period for: academic suspension or dismissal, death of a student, verified medical resignation.

If a resident student should withdraw from College Housing for any reason, other than those stated in the previous paragraph, they would be charged full room and board rates for that particular semester per the posted College liability schedule. All resident students are required to maintain full-time status, carrying no less than 12 credit hours per semester, while in residence. Lodging privileges are not transferable. **Freshman and Sophomore students who do not reside with their parents or legal guardians (within a 50 mile radius) are required to live in College owned housing. Status is determined prior to the start of the Fall semester for the entire academic year.**

DEPOSITS: A HOUSING DEPOSIT is required in order to reserve a housing space. The deposit is used to offset a resident's outstanding charges at the completion of each academic semester. The housing deposit (or portion of the fee) will be refunded after the end of each Spring term, only after outstanding damage charges have been deducted. Damages in excess of the fee are the responsibility of the student and payable immediately. If the Division of Student Development terminates this contract for any reason the College will retain the \$100.00 Housing Deposit and/or any portion required to clear the student's housing account.

HALL AND ROOM ASSIGNMENTS: Room assignments for freshman and transfer students are made based on the receipt date of the Housing Application (with any roommate preferences), Housing Deposit, and financial clearance from student accounts. Room assignments for Upper-class students are based on the "Housing Selection" process, a Housing Deposit, financial clearance from student accounts and receipt of a completed Housing Application. Room assignment letters are typically mailed out after the first week of August.

Every effort is made to honor a student's preference for roommate, room type, and facility. However, Medaille College does not guarantee the type or location of residence and/or roommate requests.

The college reserves the right to change the student's room assignment **at any time**. Also, housing spaces reserved for a student will be forfeited twenty-four (24) hours after the official move-in date, unless the Office of Residence Life receives written notification before that designated time.

The College will attempt to accommodate students desiring a room change during the designated period or in an emergency. Room change request forms may be obtained from the Residence Director(s) during Room Change Week. The Office of Residence Life in conjunction with the Division of Student Development has the right to disband any residential unit, up to and including a floor, room, or hall should the department(s) deem such an action necessary for safety, health, or quality of life purposes. In the event that a new roommate is assigned to your room or apartment, you are required to ensure that your personal belongings only occupy the space to which you were entitled (one bed, dresser, closet, desk, etc.). Students who do not adhere to this policy will be required to vacate.

SINGLE ROOMS: Single rooms may be available on a limited basis for an additional fee. Single room availability may vary annually based on occupancy and other accommodations. Those students who are charged for a single room and are placed in a double will receive credit/refund from the College for the single room fee.

REQUESTS FOR SPECIAL ACCOMODATIONS: The Office of Residence Life reserves the right at any time to utilize specifically designed rooms, suites, or apartments to provide for the residential needs of students who have disabilities/medical accommodation requests. Students requiring special accommodations must notify the Academic Support Center who in turn will communicate any special accommodations to the Office of Residence Life.

LIABILITY OF THE COLLEGE: The College shall not be liable for any failure, delay or interruption in performing its obligations herein stated due to causes or conditions beyond its control, or which could not be prevented or remedied by reasonable effort and at a reasonable expense. Under no circumstances shall the College be liable for any damage or loss of personal property of a student. All resident students are encouraged to secure Renters Insurance in order to protect their valuables.

ALCOHOL: The privilege of using alcoholic beverages in designated areas on-campus housing facilities; specifically bedrooms, is governed by State law and College policy. The possession, consumption, purchase and/or presence of alcohol by persons under twenty-one years of age is prohibited in the on-campus housing system. This restriction does not apply to residents of legal age; however, students under the age of 21 may not consume, possess, or be in the presence of alcohol in on-campus housing facilities at any time. Students and guests that are of legal drinking age are expected not to consume alcohol in an area where an individual under the age of 21 may reasonably be. Students are under a continuous obligation to use alcohol in a responsible manner. Irresponsible and/or illegal use of alcohol and/or the resulting inappropriate behavior is strictly prohibited. Irresponsible manner may be considered, but not limited to, the use of beer bong, drinking games of any kind and beer/water pong. Irresponsible drinking is not an excuse for inappropriate behavior. Each student licensee is required to abide by the provisions of the Code of Student Conduct.

VISITATION: The Residence Halls are locked on a 24-hour basis. Visitors must sign in at the reception area between the hours of 9 p.m. and 2 a.m. (3 a.m. on weekends), and should be escorted at all times while on the premises. Overnight Guests are permitted for 2 nights in a seven-day period and must be signed in prior to midnight. Guests under the age of 18 are not permitted with the exception of coordinated overnight College visits through the Admissions Office. .

DRUGS: All students should be aware that the unlawful possession, use, or distribution of any controlled substance (as defined in NYS Public Health Law 3306, Schedules I-V) and/or alcohol on College property or at official College functions, and/or possession of drug paraphernalia (as defined by Title 21 of the United States Code) that contains controlled substance residue is expressly forbidden. Such action(s) will be immediately referred to the Office of Residence Life and Student Conduct for disciplinary action.

ELECTRICAL APPLIANCES: The use of appliances without automatic shut-offs, such as hot plates, electric frying pans, George Foreman grills, tea kettles, crock pots, woks, small stoves, toaster ovens, air conditioners, space/immersion heaters, multi-colored multi-headed lamps, etc. is prohibited. These items will be removed from the student's rooms if found. Use of electrical equipment i.e. stereos, amplifiers, etc. to the serious detriment of other residents and surrounding neighbors may result in the withdrawal of the privilege of using such equipment.

OTHER POTENTIAL SAFETY HAZARDS: The possession and/or use of candles, incense, halogen lamps, non-metal waste paper baskets, sun lamps, tapestries, natural Christmas trees, rope lighting, and any flammable substances are strictly prohibited in all residential units. **Hanging items from sprinkler heads is strictly forbidden.**

DAMAGES: Each student is financially responsible for any College property missing from their room or damages beyond normal wear and tear. Unless the responsible party is identified, all residents of the area/dwelling will collectively share financial responsibility for damage that occurs in the public or semi-public areas of residential spaces. Lounge/Common Room furniture is expressly for that area and may not be removed for use in a student's room.

HEALTH INSURANCE: All resident students are required to be covered under a health insurance plan. A student represents that they have such coverage upon execution of this contract. Students are required to provide documentation of such prior to move-in.

SMOKING: Smoking is prohibited in all residential units at all times. Failure to comply will result in disciplinary action from the Residence Life Staff. The use of e-cigarettes and "vaping" products are also prohibited.

PARKING: All upper-class resident students that are eligible for parking are required to have a valid Medaille College student parking tag, which should be placed on the driver's side of the rearview mirror. Resident students

are permitted to park in those areas designated by the College. By parking your vehicle on Humboldt Parkway, you do so at your own risk and are subject to those parking ordinances/restrictions established by the City of Buffalo. First year resident students are not eligible for on-campus parking permits unless granted one by the Office of Public Safety.

ALTERATION TO PREMISES: Residents are prohibited from defacing their rooms or any other part of the residence hall/community residence. This can include but is not limited to: removal of any college equipment or furniture; altering or replacing door locks; making electrical or structural alterations; use of nails, tacks, screws, or any substances/materials that deface surfaces; construction of lofts; and painting of the residence.

PETS: For health reasons, pets other than fish and approved service/support animals are not allowed in any housing unit owned or leased by the college. Fish may be maintained in student room(s) in small fishbowls, not aquariums.

MAINTENANCE AND HOUSEKEEPING: Student requests for repairs to residence hall/community residence furnishings or equipment must be submitted in writing through the Maintenance Request Form. Residents may submit work requests to a member of the Residence Life staff who will ensure that the request is submitted for processing. Authorized college personnel or his/her designee(s) will complete repairs.

Residents are expected to keep their rooms/apartments and bathrooms orderly, safe, and sanitary. The college provides a cleaning service for areas such as public lounges, public restrooms, and hallways. Please note that those students who reside in apartments are responsible for cleaning bathrooms, kitchens, and common living areas. Failure to maintain a minimum standard of cleanliness may result in a cleaning charge and/or judicial action. In addition, the aforementioned may also affect your eligibility to reside in these areas during future terms.

OCCUPANCY OF ROOMS: Unless otherwise specified all residential units will be ready for occupancy the weekend prior to the first day of classes. Specific instructions respective to new students and returning student will be sent with your room assignment letters prior to the start of classes (typically in mid-July). All resident students with the exception of those graduating must vacate their rooms four hours after the completion of their last examination. Students graduating will vacate their rooms by 12:00 p.m. the afternoon following the commencement ceremony. The Director of Residence Life will consider special requests that are submitted in a timely manner.

FOOD SERVICE: A mandatory board plan is part of this contract. Meal service is limited to the hours posted and the dates published by Chartwells dining services. Meal plans are effective for specifically outlined board days and as a result, some break periods may not be covered by board plans. Please contact Chartwells dining services for details. No discounts are permitted because of special diet, religious activities, conflicting schedules, or college activities. Students must present their valid Medaille College ID Card to the cashier after selecting their meal items. **Please note that declining balances only transfer from Fall to Spring, not Spring to Fall.*

KEYS/ID CARD: Your residential keys and I.D. card are not transferable; they are the property of Medaille College, and must be submitted to a college official upon request. Alterations and/or misuse of your ID card/keys for any unauthorized purpose will result in additional charges, disciplinary action, and/or confiscation of the card/keys. Residents are not permitted to transfer, duplicate, give keys/ID Card to other persons, or change or add door locks. Students will be charged for the loss of room keys (this includes key cards); mailbox keys and/or core lock changes.

ABANDONMENT: Students are responsible for removing all their belongings when they vacate their rooms, suites or apartments. Any possessions left in any residential unit after voluntary or involuntary termination of the Housing Contract will be considered abandoned, will be removed by the College, and may result in an additional charge for removal. Students are not required to clear out their belongings during regularly scheduled breaks in the Academic calendar.

STUDENT ROOM INSPECTIONS: The College reserves the right for authorized representatives (Residence Life Staff, Student Affairs Staff, Facilities, Public Safety, etc.) to enter and search a student's room for housekeeping purposes, for damage inspections, for the establishment of order, for repairs or maintenance, to determine occupancy and vacancies, and in emergency situations to ensure both the safety and well-being of members of the College community. A student's room may also be entered and searched when there is reason to believe that a violation of College policy or a violation of local, state or federal laws is taking or has taken place. In

such cases, an attempt will be made to have the student present and/or a member of the Residence Life Staff available.

DAMAGE/CLEANING CHARGES: The student is responsible for the Medaille College property in his/her room and elsewhere in the residence hall. Upon check-in and checkout, resident must complete a Room Condition Report with the hall staff. This form confirms the condition of the room, suite, and apartment. Residents will be billed for damages that are beyond normal wear and tear. If a resident does not complete the checkout process with hall staff, they waive the right to appeal supplementary charges. If damages cannot be attributed to any one individual, charges will be assessed equally among all room occupants.

If there is loss/damages to common areas of any campus housing unit and Medaille College cannot identify the individual (s) responsible, the College may require several or all of the hall's residents to pay a prorated group charge covering the cost of common area repair/replacement. Students will be billed for replacement of furniture and reinstallation costs in the case of vandalism. Additionally, students may also be referred to Student Conduct for disciplinary proceedings.

CHECK - IN/CHECK- OUT POLICY: Failure to enter or vacate in accordance with move – in and move-out dates as established by the department will result in formal disciplinary action and an Improper Check-Out charge to the student's account.

RESIDENCE HALL STAFF: Each housing unit is staffed by a Resident Assistant who reports to and works closely with the Residence Director, who report to the Director of Residence Life and Student Conduct. The Director or their designee has the authority to enforce this Housing Contract.

FIRE SAFETY: All resident students and their guests are expected to observe fire safety policies and procedures. Fire extinguishers, sprinklers, smoke detectors, alarm systems, and fire escapes are not to be tampered with by any student. If a fire alarm sounds, all occupants must exit the facility at the nearest emergency exit. Failure to comply may result in disciplinary action. Fire drills and inspections will be conducted periodically throughout the academic year. Any alterations of or tampering with fire safety equipment may result in potential criminal charges being levied against the responsible party.

CAMPUS HOUSING POLICIES

- Residents will be subject to disciplinary action for violations of any of the regulations/policies included in this Housing Contract, or those published in the Medaille College Policy Manuals. Residents must abide by all disciplinary proceedings, including summonses to conferences or judicial hearings. Students are also obliged to give truthful testimony. Delivery of written notices will be considered sufficient if mailed to the student's home address, emailed to the student's Medaille College account, or placed in the student's campus mailbox.
- Students are obligated to respect the authority of Residential Staff and comply with any reasonable requests that are made by staff members in the performance of their duties.
- The Office of Residence Life reserves the right to conduct a search of student rooms as deemed necessary in the interest of order, safety, or health of residents or to ascertain potential violations of NYS law.
- Resident students are prohibited from engaging in any of the following behaviors: conduct in or about any residential unit that poses a threat to the health or safety of themselves, others, or property; behavior that interferes with the rights or well-being of others; personal actions that violate any provision of this agreement, or any rule, regulation, or policy of the college or any applicable law.

RIGHTS OF THE COLLEGE: The College has the sole right to:

- a) Determine occupancy of any room and to make assignments in the residential units (no unauthorized persons are permitted to reside in the residential units.)
- b) Either fill or require the remaining occupant of a room to occupy a similar assignment elsewhere or accept a charge for a single or double room, when vacancies occur in any residential facility.
- c) Require a student to change housing assignments.

- d) Authorize a representative to enter any room for the purpose of fire and health inspection, repair or to determine occupancy. Representatives of the College may also enter and search a student's room in the event a student is considered a danger to themselves or others, in the case of an emergency or in cases involving serious violations of the Student Code of Conduct.