McMahon Hall
2015-2016

#RoomSelectionGuide

Office of Residential Life at Lincoln Center
Letter from the Office of Residential Life

Dear McMahon & McKeon Hall Residents,

Welcome to the online Room Selection process! Room Selection is the process in which current residents in McKeon Hall & McMahon Hall select their room placements for the 2015-2016 academic year. Commuter students are not eligible to participate in Room Selection; it is only available for current residents in housing. Current residents who do not participate in the Room Selection process are NOT guaranteed housing for the 2015-2016 academic year. Please note that study abroad students who vacated the building at the end of the Fall 2014 semester can participate from their international location.

This packet serves as your guide to the Room Selection Process for 2015-2016. If at any time you are having difficulty or confused, please email us at reslifelc@fordham.edu. It is essential that you review this book thoroughly as it reveals important deadlines and steps to successfully select a room placement for next year. As in past years, room selection runs on deadlines and steps. In this book, you will see a housing room selection calendar with this information included.

PLEASE NOTE ALL DEADLINES. $200 housing deposits for Fall 2015-Spring 2016 are currently being accepted at My.Fordham.edu (see pg 5 for details) and are due by Friday, February 13th at 11:59pm! Failure to meet deadlines will affect your housing selection process.

We wish you the best of luck in this year’s room selection process! Please do not hesitate to contact us if you have any questions or concerns.

Best wishes,

Jenifer Campbell
Director
ajecampbell@fordham.edu
Overview of the Room Selection Process

Here is a screen shot of the menu in the housing portal at My.Fordham.edu.

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Phase 1: Housing Deposits
Now – 2/13 @ 11:59 pm
Pay your $200 housing deposit online by Friday, February 13th at 11:59pm at My.Fordham.edu! Students who do NOT pay their deposit by this deadline will not be able to participate in room selection and will NOT be guaranteed housing for the 2015-2016 academic year.

Phase 2: Housing Application
2/18 - 2/25 @ 6pm
- Steps 1-5 comprise Phase 2 of the Room Selection process. Current residents who paid their deposits for the 2015-2016 academic year will be able to access this application.
- During Phase 2, students must confirm their personal information, agree to the Housing Agreement, answer lifestyle questions, provide hall and room type preferences and answer various housing questions.
- Phase 2 will begin on Wednesday, February 18th at 10 am.
- Phase 2 must be completed by Monday, February 25th at 6 pm.

Phase 3: Roommate Group Formation
3/2- 3/6 @ 6pm
*Retention Groups will complete Step 6 on February 26th*
- Step 6 comprises Phase 3 of the Room Selection process.
- In order to complete Phase 3, Phase 2 must be complete.
- During Phase 3, residents will form groups for room selection.
- Phase 3 will begin on March 2nd at 10 am.
- Phase 3 must be completed by March 6th at 6 pm.

Phase 4: Room Selection
3/9 - 3/12
- Step 7 comprises Phase 4 of the Room Selection process.
- During Phase 4 confirmed groups will go through room selection.
- Phase 4 will begin on March 9th and end on March 12th at noon.
- Timeslots will be assigned at the end of Phase 2 and will be dependent upon the expected graduation years of each student. Priority will be given first to law & grad students, then to seniors/juniors, then to sophomores, and then to freshmen.
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<td>Retention Group Formation <em>Timeslots emailed to residents</em></td>
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Continue to check your Fordham e-mail account for updates. Please note dates/times are subject to change.

The Office of Residential Life (located in MCM 108) is open Monday – Friday between 10 am and 6 pm for assistance! You can also e-mail us at reslifelc@fordham.edu.

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Phase 1: How to Pay your $200 Housing Deposit

Due Friday, February 13, 2015 @ 11:59pm.

1. Log onto My.Fordham.edu
2. Click the Student Tab.
3. Under the Student Housing Channel, select Housing Deposit Payment.
4. Select the Term (Fall 2015).
5. Pay by credit card or electronic check. The deposit is $200.
6. Print out your payment authorization confirmation for your own proof of deposit.

Please note: If you are having difficulty paying your deposit online, you can pay in person at Financial Services on the 2nd floor of Lowenstein. If you have questions, please contact The Office of Residential Life at reslifelc@fordham.edu.

**Housing Deposit Waivers**
Residents who are eligible for deposit waivers due to special scholarship programs must email the Office of Residential Life by February 13th at 11:59pm stating the office and administrator that is responsible for paying your housing deposit. Please keep in mind that this is the responsibility of the student to inform Residential Life about any housing deposit waivers.

**Housing Deposit Extensions**
Please do not overlook our February 13th deadline. If you are having difficulty meeting our requirements for Room Selection, please email us at reslifelc@fordham.edu prior to the February 13th deadline and we will try to help you. If you overlook our February 13th deadline, you will not be able to participate in the regular room selection with your friend(s) and you will be placed in Overflow Housing.

**Overflow Housing**
Students in Overflow Housing may lose their housing guarantee and will not be able to select a room through the room selection process. There are usually 3 reasons that a student would be entered into Overflow housing:

- **Late Deposit Submissions:** If you do not submit your $200 Online Housing Deposit by the February 13th deadline, you may lose your guarantee for housing.
- **Freshman Core Programming:** If you did not complete your Freshman Core Programming requirement, you have received another email notification and will be entered into overflow housing. You will not be allowed to participate in the active room selection process with your friend(s). In addition, no space can be held for you in a particular room or suite. If you wish to return to housing for next year, you still must submit your $200 Online Housing Deposit by the February 13th deadline.
- **Residential Life Probation:** Students on Residential Life probation are not able to participate in Room Selection and will be placed in housing over the summer months as long as they pay their Fall 2015-Spring 2016 housing deposits.
Phase 2: Housing Application Steps 1-5
Wednesday, February 18th – Wednesday, February 25th
@ 6pm

Accessing Your Housing Application
2. Click on the Student Tab.
3. Click on Student Housing Application
4. Follow the directions throughout the application and read the terms carefully in order to:
   a. Select the Term for your Application (Academic Fall 2015 - Spring 2016)
   b. Begin Application
   c. Confirm Personal Information & Your Graduation Year
   d. Agree to the Housing Agreement and Refund Calendar for 2015-2016.
   e. Answer Lifestyle Questions so we can match you with a roommate in the event that you are in Overflow.
   f. Select Hall and Room Type Preferences (Single, Double, Converted Triple) in the event that you are in Overflow.
   g. View your Housing Application Status (this lets you know whether or not you have completed the application. This screen will appear at the end of each phase. It will not be noted as complete until you have a room assignment.

Room Retention Process
Thursday, February 26th by 6pm

The room retention process allows a select number of current residents to retain their apartments for the 2015-2016 academic year. McKeon residents are not allowed to retain rooms in McKeon Hall. For McMahon Hall, students on floors 2 - 8 are not eligible to retain their apartments. Please note that particular apartments will be unavailable for the summer. This means that if your Spring 2015 housing assignment is your Fall 2015 housing assignment, you may not be able to stay in your apartment during the Summer 2015 term (if you apply for summer housing). You will be placed in an alternate housing assignment for the summer. Floors 2-8 all apartments with singles on floors 13-18 & 20 will be closed for the Summer 2015 term. If you are staying for summer housing, please expect to move twice over the summer months.

To be eligible to retain:

To retain a 3 person apartment: At least 2 of the 3 students must be current (Spring 2015) residents of the apartment and a third eligible resident must be chosen to fill the apartment.

To retain a 4 person apartment: At least 3 of the 4 students must be current (Spring 2015) residents of the apartment and a fourth eligible resident must be chosen to fill the apartment.

To retain a 6 person apartment: At least 4 of the 6 students must be current (Spring 2015) residents of the apartment and 2 additional eligible residents must be chosen to fill the apartment.
Directions for Retention:

Log into your my.fordham.edu (student tab) and access your Student Housing Application. Select “Roommate Group Selection” to begin the retention application.

- 1 CURRENT resident from the room that the group wishes to retain must create a group (please see directions under Phase 3 of the housing room selection process). This person will be the group leader, and must create a group name and password.
- The group name must be the hall and room assignment that you wish to retain. (i.e. If you wish to retain McMahon Hall Apartment 14F, your group name must be McMahon Hall 14F).
- Give the group name and password to desired group members. The number of members in your group must match the number of spaces in the suite you wish to retain. You cannot retain a room if you do not have the total number of persons to fill the apartment (following the eligibility rules).
- If all of the members of your group do not have the same graduation year, the group leader will not be able to verify the group. All students should join the group and the group leader should then email reslifelc@fordham.edu to request that the group be verified.
- If all group members have the same graduation year, the group leader must check to make sure ALL of the correct group members are in the group and verify the group; if the group is not verified, it is not yet considered an actual group and will not be eligible for Room Retention.

Retention Groups must be created and verified on Thursday, February 26th by 6pm. Students applying for room retention will be notified by the Office of Residential Life at Lincoln Center on Friday, February 27, 2015 via e-mail if they have been approved or denied for retention. If your retention application is approved, no further action is required on your part.

Room Selection Time Slots

- On Thursday, February 26, 2015 (tentatively), an individual timeslot will be emailed to every resident who pays a deposit, completes the housing application and is eligible to participate in the room selection process.
- Timeslots will be assigned with priority given based on Graduation Year, with law and grad students picking first followed by seniors/juniors, then sophomores, then freshmen.
- The Group Leader should be the member of the group with the best timeslot. Time slots will not be averaged unless you have group members with mixed graduation years.
Students Studying Abroad

Students Studying Abroad for the Spring 2015 Semester: Students who are currently studying abroad should be able to participate in the housing room selection from abroad. If you encounter any difficulties, please email reslifelc@fordham.edu.

Students Studying Abroad for the Fall 2015 Semester Returning to Housing for Spring 2016: ORL recommends that students who plan to study abroad for the Fall 2015 semester go through the housing room selection process in case plans to study abroad change. Once a student confirms that they are studying abroad for Fall 2015, they can withdraw from housing by completing an online withdrawal form at www.fordham.edu/housingwithdrawal. Residential Life will contact you in November of 2015 to discuss your Spring 2016 housing options. Please note that ORL will not hold any rooms for Spring that were obtained by students who decide to study abroad in Fall.

Students Planning to Transfer Internally to Rose Hill

Students planning to internally transfer from Lincoln Center to Rose Hill for Fall 2015 must:

1. Participate in the McMahon Hall Room Selection Process in order to be considered for housing at Rose Hill for Fall 2015.
2. Work with their academic dean to go through the internal transfer process to Fordham College Rose Hill or Gabelli School of Business at the RH campus.
3. Sign up on Rose Hill online housing waitlist (www.fordham.edu/resliferh) after April 1, 2015 in order to be considered for housing at Rose Hill.

Students who successfully complete the above steps will be contacted over the summer months to discuss housing options at the Rose Hill campus. Once housing becomes available at the Rose Hill campus for you, you must move to the Rose Hill campus. If housing does not become available, you will have the option of living at the Lincoln Center campus until housing becomes available at the Rose Hill campus.
Phase 3: Room Selection Grouping
Monday, March 2rd – Friday, March 6th by 6pm

Group Formation:
- Students must decide with whom they want to live with for next year.
- Based on the number of potential roommates, the roommates should discuss what type of apartment they are interested in living in for next year.
  - Groups of 3 must select a 3-person apartment (an apartment with 3 single rooms)
  - Groups of 4 must select a 4-person apartment (an apartment with 2 double rooms or an apartment with 1 double room and 2 single rooms)
  - Groups of 6 must select a 6-person apartment (an apartment with 3 double rooms)
- Room selection groups must have enough people to fill the ENTIRE apartment. If you would like to select a 6 person apartment, for example, you MUST have 6 people in your room selection group.
- **Once this is decided, students must assign one person in their group to be their group leader.** The group leader will have a lot of responsibility through the room selection process (see Role of Group Leader section). **THE GROUP LEADER SHOULD ALSO BE THE PERSON WITH THE BEST TIMESLOT.**
- Students should discuss a backup plan in case they are unable to obtain their first choice of apartment and be prepared to select a different apartment choice OR regroup into smaller or larger groups based on what housing options are left for them to choose.
  - Example: A group of 3 students trying to obtain a 3-person apartment should be prepared to add a fourth roommate if there are no longer any 3-person apartments available. By adding an additional person, this group can select a 4-person apartment.
  - Example: A group of 4 students trying to obtain a 4-person apartment should be prepared to add 2 additional roommates if there are no longer any 4-person apartments available. By adding two additional people, this group can select a 6-person apartment.

**Having difficulty finding a roommate for your room selection group?**
We will be holding a Room Selection Roommate Mixer. Details will be sent to your Fordham email account.
The Role of the Group Leader:
Each group of potential roommates must select a leader. The group leader should be the member with the best timeslot. The **group leader** has the following capabilities:

- The group leader is the only person allowed to **create a group**.
- The group leader is the only person allowed to **verify the group** after it is created and after all group members are added.
- The group leader is allowed to **modify the group** after it is verified (this is possible so that if the type of apartment your group seeks is no longer available prior to your group’s room selection time, your group leader can make changes to the group to obtain a different type of apartment).
- Only the group leader is allowed to **delete the entire group**, however, **individual members can delete themselves** from a group.
- Only the group leader will be able to enter the "**Room Search Wizard**" and **select room(s) for the group**.

**MAKE SURE THE GROUP LEADER HAS THE BEST TIMESLOT SO YOU WILL HAVE THE BEST CHANCE AT OBTAINING THE TYPE OF ROOM YOU WOULD LIKE!**

Creating a Group (Group Leaders only):

**Scenario 1: All Group Members have the Same Expected Graduation Year:**
- The Group Leader must create a group by selecting "create a new group."

**Group Leaders click here!**
Everyone’s group must have only 1 group leader who will be responsible for verifying your group and picking your room during the group leader’s timeslot.

You can only be in 1 group at a time!
The Group Leader must create a **group Name and Password.**

1. Enter group name of your choice.
2. Enter a password.
3. Confirm the password.
4. Click “Save and Continue.”
5. Remember the Group Name and Password.
6. Give the Group Name and Password to the members of your group so they can join the group.
7. Once everyone has joined, the group leader must verify the group prior to room selection.
   
   **Note:** Anytime a change is made to the group, the group leader must re-verify the group.

As the Group Members add themselves to the group, the Group Leader must verify the group each time there is a change until the group is final and SELECT SAVE AND CONTINUE.

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**Scenario 2: Group Members have DIFFERENT Expected Graduation Years:**

- Follow group creation steps as listed above in “All group members have the same graduation year.”
- All members join the group.
- **Group Leader** must email Residential Life at reslifelc@fordham.edu requesting that the group be verified. Include:
  - First and Last Names of all group members
  - Name of group the group and group password
- If Residential Life approves the group, an averaged time slot of all group members will be given to the group leader. Requests should be made by the group formation deadline.

**Details for Group Leaders Regarding Group Formation:**

- Do not create a group more than 6 individuals, as that is the size of the largest apartment available.
- If undesired individuals somehow obtain the group name and password and add themselves to the group, remove the individual from the group.
- Check to make sure ALL of the correct group members are in the group and **verify** the group; **if the group is not verified, it is not yet considered an actual group and will not be able to select a room.**
- When you do things that impact the group, members should receive an email to their Fordham email accounts.
- When individuals choose to enter a group, they enter with the understanding that the group leader is responsible for making many decisions on behalf of all group members. If individuals are unhappy with decisions made by the group leader, the Office of Residential Life will not be able to change group leader decisions.
- Only the group leader will be able to enter the "Room Search Wizard" to select a room during their timeslot.

**Group Members: How to join a group:**

- Group members must receive the Group Name and Password from the Group Leader.
- Group members should select "add yourself to a group" and then enter the group name and password.

**Group Members click here!**

You must have the Group Name and Password from the Group Leader before you can add yourself to a group.

1. Enter the Group Name given to you by your Group Leader.
2. Enter the Password given to you by your Group Leader.
3. Click Save and Continue.

**Group Members**

- Group Members must enter the group name and password.

**Group Members will appear here as they add themselves to the group and as they are verified by the Group Leader.**

Don’t forget to select “Save & Continue at the bottom of this page!”
Phase 4: Room Selection
Monday, March 9th – Thursday, March 12th

View Open Rooms via “Browse Available Rooms”

- During times when Room Selection is not scheduled, group members can view apartments that are currently available by clicking on Browse Available Rooms. This feature will not be available during room selection time slots.
- Note: group members will NOT be able to enter the “Room Search Wizard.”

Select “McMahon Hall” and then on the next page, select the floor that you would like to view. On each floor, you will be able to see what apartments are available for room selection.
Room Selection via “Room Search Wizard”

- Step 1: READ ALL INSTRUCTIONS BEFORE BEGINNING!
- Step 2: Select Room Search Wizard
  - Group Leaders ONLY will be able to use the “Room Search Wizard” to select an apartment for their group.

- Step 3: Building Selection
  - You should select McMahon Hall as the residence hall you would like to live in.

- Step 4: Floor Selection
  - SCROLL DOWN. A screen will display what floors still have apartments available. It will not break down the type of apartment (3-, 4- or 6- person apartment). It will only show that apartments are available.
  - Click (once, not twice) on the floor on which you want to live and click “Save and Continue.”

Please note that all of our apartments only have single and double rooms.

Click on “Step 8” for Room Search Wizard. Only the Group Leader will have access to this page (not group members). Access to this step will begin at the time of his/her time slot.
Step 5: Apartment Selection

- SCROLL DOWN. A screen will display all of the apartments available. Therefore, since apartments have multiple bedrooms, multiple lines/rooms will be listed.
- Select the rooms you want by selecting all of the lines associated with that apartment. Apts. appear: 3 bedroom apt.=3 lines/rooms, each end "1/1"; 4 BR apt.=4 lines/rooms, end "1/1" or "2/2"; 6 BR apt.=6 lines/rooms, each end "2/2"
- You must select ALL items at once. You DO NOT need to hold the "Shift" or "Ctrl" key to select more than one item; simply click on each item. Then, click “Save & Continue.”

To select an apartment, click once on each of the bedrooms within the apartment so that they are highlighted.

Then click “Save & Continue.”

1/1 = single room
2/2 = double room

6 person apartment
(3 double rooms)

4 person partial apartment
(1 double room, 2 single rooms)

4 person double apartment
(2 double rooms)
➢ Step 6: Assigning Roommates
   o SCROLL DOWN. Once the rooms in an apartment are selected, the Group Leader must assign all group members to a space in the apartment.
   o A screen will display a list of you and all of the group members. Each person will have a drop down menu that lists all of the bedspaces available. The number of options will match the number of beds in the apartment you selected. You must assign each member of your group to a bedspace and then click "Reserve Beds."
   o Once the group leader has reserved beds, students will be assigned exactly according to the designation. Just like in previous lotteries, the Group Leader’s room selections are final and cannot be changed; you will not be able to reenter the "Room Search Wizard."
   o YOU MUST FILL ALL BEDS IN THE APARTMENT OR YOU WILL NOT BE ABLE TO KEEP THE ROOM.

➢ Final Step: Click Reserve Beds!

Common Error Messages
➢ Scenario: You must assign all beds.
   o If you have selected a type of apartment that has more beds than the number of members in your group, you will receive this error message; Add someone to your group (see Regrouping Rules) or pick a smaller apartment to ensure that all spaces in each apartment are filled.

9. Room Search Wizard
   • You must assign all beds in each room. You cannot partially fill a room.

➢ Scenario: You must assign all group members.
   o If you have selected a type of apartment that has fewer beds than the number of members in your group, you will receive this error message. Either remove someone from your group (see Regrouping Rules) or pick a larger apartment to ensure that all group members are assigned.

9. Room Search Wizard
   • You must assign all available roommates to beds.

➢ Scenario: You cannot assign more than 1 group member to 1 bed.
   o If you assigned 2 group members to the same bed, you will receive this error.
   o You must reassign each group member to a different bed.

9. Room Search Wizard
   • You cannot assign the same bed to more than one person.
Regrouping Rules (This usually happens during Phase 4: Room Selection)
If your group leader cannot find an apartment to accommodate your entire group, one of four things can happen:

1. **Add people to your group to get a larger apartment.** Your group leader must give your group name and password to a new group member and reverify the group after s/he has been added to the group. When the new group is verified, the group leader can pick a different apartment with more beds during the same timeslot.

2. **Delete people from your group to get a smaller apartment.** Your group leader must delete the person, reverify the group, and assign the people left in the group to a smaller apartment with the same timeslot. Students who have been deleted from a group should receive a notification to their Fordham email account. **The students who are deleted have the following options:**
   a. Regroup with other students.
   b. Enter into Overflow Housing (you do not have to complete Phase 4 and Residential Life will place you in a room during the summer months).

3. Your group leader can **delete the entire group.** Members of the group should receive a notification to their Fordham email account. Each person from the group has the following options:
   a. Regroup with other students.
   b. Enter into Overflow Housing (you do not have to complete Phase 4 and Residential Life will place you in a room during the summer months).

**How to Regroup:**

- The group should select a new group leader whose time has already passed OR who has the BEST timeslot among the new group members. That new group leader should follow the above instructions: "**Group Leaders: How groups are created.**"
- If the group leader's timeslot has already passed, the new group can pick a room immediately. If the group leader's timeslot has not yet passed, the new group must wait for this new timeslot.

**McMahon Hall Offerings**

The apartment types for McMahon Hall are as follows:

- 3 person apartment (3 single rooms)
  *please note that ALL law students are placed in 3-person apartments*
  *this type of apartment is available for BOTH undergraduate and law students*
- 4 person double apartment (2 double rooms)
- 4 person partial apartment (1 double room, 2 single rooms)
  *limited number available*
- 6 person apartment (3 double rooms)
  *most available option*
Possible Outcomes of Room Selection

- You picked an apartment and filled it with your group members. Congratulations! You are all set!

- You did not pick an apartment because you wanted a specific type of apartment that was not available when it was your turn to pick. You will be placed by our office over the summer months and will be notified via email.

- You did not pick an apartment because you did not form a group, you were in Late Overflow or you were not permitted to participate in Phases 3 and 4. You will be placed by our office over the summer months and will be notified via email.
McMahon Hall Floor Plans
For your convenience, below are floor plans of the floors and/or apartments we have available in McMahon Hall.
Fordham University Residence Hall Agreement

1.0 SERVICES:
1.1 In consideration of the payment of all required fees and charges, and the Student’s full compliance with all the terms of this Agreement, the University will provide the Student license to use a residence unit in a building owned or leased by the University during the term of this Agreement, Academic Year 2015-2016, or appropriate portion thereof.

1.2 The University agrees to furnish the Student with the use of a bed, dresser, desk and chair.

2.0 FEES:
2.1 The Student agrees to pay the University the full amount of the annually published ROOM AND BOARD CHARGES as applicable and any other fees as prescribed by the University for the use of the particular residence unit which will be assigned to the Student.

2.2 This Agreement will not become effective in the absence of a ROOM APPLICATION FEE of $200 which will be applied towards the Student’s residence charge.

2.3 A RESIDENCE ACTIVITIES FEE of $25 per semester, payable in advance, will be collected by the University and designated for Residential Life Activities.

2.4 Unless an exemption is specifically granted by the University, the Student who accepts assignment to a residence unit shall be required to enroll in the University’s authorized Meal Plan which is non-transferable in whole or in part.

2.5 In the event the Student is in arrears in any amount owing under this Agreement, the Student may be prohibited from: (1) registering for future coursework on any School of the University and/or (2) receiving transcripts, diplomas, or other privileges associated with graduation, and/or (3) continuing residency under this Agreement or reapplying to continue residence in University Housing.

3.0 OCCUPANCY:
3.1 The Student will not be eligible to occupy any residence unit until the University receives (1) a properly completed housing application; (2) notification from the University’s Business Office that the Housing deposit and any outstanding charges on the student’s account have been paid; and (3) signature of the student or parent is on the Housing Application card.

This signature denotes that the student has read and agrees to adhere to this Residence Hall Agreement. (Refer to section 18.0 regarding parental consent).

3.2 The Student agrees that the duration of this Agreement is for one full academic year, as defined by the University, or portion thereof, including holiday/vacation periods. Students are not entitled to occupy the residence unit during holiday/vacation periods (as defined by the University in its annual calendar), without requesting special permission. The University reserves the right to deny such requests, or if granted, the Student may be required to (1) temporarily assume occupancy of another unit than that last assigned or (2) vacate the assigned unit entirely during all or part of the holiday/vacation periods.

3.3 Unless otherwise approved in writing by an authorized representative of the Residential Life Staff, the Student will not be entitled to occupy a residence unit before the official opening dates or after the official closing dates of the Residence Halls, these dates will be published or announced through official University communications.

3.4 Graduating seniors may be entitled to occupancy after the official closing date in accordance with a schedule to be established by the Office of Residential Life and announced by May 1.

3.5 Any approved extended occupancy for the benefit of the Student shall be construed to mean the right to occupy the originally assigned residence unit. The University reserves the right at all times to assign the Student to a residence unit other than the one originally or previously assigned or occupied (see Section 13.4).

3.6 The student plans to occupy a residence unit later than seventy-two (72) hours after the official opening date of the Residence Halls must notify an authorized staff member of the Office of Residential Life at least forty-eight (48) hours prior to the official opening date or incur any or all of the following: (1) the loss of the license to occupy any residence unit; (2) the forfeiture of the room application fee; (3) additional financial penalties or cancellation fees which may be imposed by the University.

3.7 The Student is expected to comply with all published rules and announcements regarding "check-in" and "check-out" procedures which are incorporated by reference and herein made a part of this Agreement. In the event a Student fails to comply with such procedures including, but not limited to the Student’s occupancy and vacating of the residence unit, the pick-up and surrender of all keys, and the proper inventory accounting of all University property, the Student may be subject to financial penalties which may be imposed by the University.

3.8 For the purposes of this Agreement, occupancy by the Student shall be defined as the issuance to or the possession of a room key by the Student who has been duly assigned a residence unit. Actual physical possession of a residence unit by the Student or placement of the Student’s possessions in a particular unit will not necessarily constitute occupancy by the Student in a manner authorized by the University. Nothing in this provision 3.8 shall be construed to prohibit the University from charging fees for any unauthorized occupancy of a residence unit or to permit a student to physically occupy a residence unit without incurring fees set forth in this Agreement.

4.0 OCCUPANCY RESTRICTIONS:
4.1 The right of the Student to occupy any residence unit is neither transferable nor assignable at any time under this Agreement. Any attempt to do so shall subject the Student to appropriate disciplinary action, including but not limited to termination of the Student’s license to occupy any residence unit and the opportunity to reapply for residence in University housing.

4.2 Unless specific written permission is obtained from the Vice President for Student Affairs, the license to occupy any residence unit is conditioned upon the Student taking an approved academic course load and maintaining full-time enrollment at Fordham University. The University reserves the right to require that the Student furnish documentation of current enrollment or matriculation in a School at the University.

5.0 ASSIGNMENT OF RESIDENCE UNITS:
5.1 The University does not guarantee assignment of the Student to any particular residence unit, building, or type of accommodation (e.g., single room, off-campus, off-campus residence halls, "Residential College," etc.). Although the University will make reasonable efforts to assign accommodations according to the stated preferences of the Student, it cannot guarantee the Student’s choice or preferences in building, room location, suitemates or roommates.

5.2 Requests made by the Student to be transferred from one residence unit to another, within or between buildings, shall be subject to the availability of space, date and time of request, and the necessity or reasonableness of the request to transfer. The University expressly reserves the right not to approve any request by the Student or Parent for such a transfer.

5.3 The University reserves the right at any time to reassign the Student to a residence unit owned or leased by the University. The University further reserves the right to consolidate rooms and to assign or reassign additional students to a particular residence unit so as to enable maximum utilization of all University housing facilities. In such an event, charges and fees may be adjusted according to the provisions of this Agreement.

5.4 In the event of vacancies in a multi-person occupied room, the remaining Student(s) may be required to vacate the occupancy unit and be reassigned to any other residence unit(s).

Refusal by the Student(s) to accept any reassignment can result, at the option of the University, in either increased charges or fees assessed against the remaining Student(s) or the automatic cancellation of this Agreement.

5.5 The University expressly reserves the right to change or cancel any assignment that is in the best interests of an individual student, groups of students, or the residential community in whole or in part for the purposes of promoting order, health, safety, and peaceful enjoyment in any University housing facility.

REGULATIONS:

6.0 TERMINATION OF AGREEMENT

6.1 The University will be expected to observe all regulations cited herein as well as those contained in the University Code of Conduct, the Residential Life Handbook, the Student Handbook, and any other rules, regulations, or policies which may be established by the University, all of which are incorporated by reference and herein made a part of this Agreement. Failure to comply can result in fines, penalties, or forfeiture of the license to occupy a residence unit. Further disciplinary action may also be taken against the Student in accordance with the procedures set forth in the Student Handbook, but this shall not be construed as giving the Student a right to a hearing or judicial proceeding prior to the termination of occupancy under this Agreement.

6.2 The University will make every effort to provide reasonable notice to the Student upon termination of the license to occupy a residence unit. The University will endeavor to give such notice as is practical under the circumstances of the termination of the student’s license to occupy a residence in University housing.

6.3 Upon notice of termination, the Student will be expected to vacate the residence unit immediately. Within 24 hours of actual or constructive notice, if the Student does not vacate the unit, surrender the keys, and facilitate an inspection and inventory accounting of all University property, the University may impose additional fines, penalties, and appropriate disciplinary action.

6.4 The Student may be subject to fines, disciplinary action, or termination of this Agreement for failure to comply with any of the terms set forth and incorporated herein, the University Code of Conduct, the Residential Life Handbook, the Student Handbook, and any other rules and regulations the University may establish including, but not limited to, the following:

6.4.1 Illegal use, possession, sale of alcoholic beverages, or abuse of the same.

6.4.2 Illegal use, possession, or sale of narcotics, intoxicants, dangerous or other illegal substances as defined by Federal, State or Local laws, or abuse of the same.

6.4.3 Participation in illegal gambling activities.

6.4.4 Possession of firearms, fireworks, fireworks, crack, explosives, highly flammable material, or dangerous chemicals;
6.4.5 Possession of dangerous weapons, ammunition, hunting arrows, or potentially injurious war souvenirs;
6.4.6 Participation in unauthorized group activities, riots, raids, or other illegal entries;
6.4.7 Disorderly, malicious, lewd or licentious conduct;
6.4.8 Possession or harboring of dogs, cats, birds, snakes or other animals or pets; excluding service animals.
6.4.9 Misuse, abuse, theft, damage or destruction of University property from one location or authorized by the Dean of Students/Director of Residential Life;
6.4.10 Use of cooking appliances or hot plates except coffeepot, popcorn poppers, and irons, all of which must be Underwriters Laboratory approved, in good repair, and with thermostatic control;
6.4.11 Use and/or possession of unauthorized or unallowable heat-producing or air-cooling appliances or electrical devices;
6.4.12 Failure to obtain approval for refrigerators in excess of 4.0 cubic feet;
6.4.13 Use of a residence unit or other part(s) of the building for commercial purposes or in association with commercial vendors in the absence of written permission from the Office of Residential Life;
6.4.14 Sales, solicitation or advertising unless authorized by the Dean of Students/Director of Residential Life;
6.4.15 Unauthorized painting or decorating of the interior or exterior walls of the residence unit, or the installation or placement of any equipment or materials outside of the room or windows which may be deemed unhygienic, dangerous or otherwise unallowable by the Office of Residential Life;
6.4.16 Unauthorized use, loan, sale or duplication of keys to University buildings;
6.4.17 Unauthorized movement or appropriation of University property from one location or residence area (other than periods covered by intercession, etc.)
6.4.18 Interference or tampering with fire safety devices;
6.4.19 Illegal or unauthorized use of telephone services;
6.4.20 Excessive, repeated or unreasonable noise disturbances to residents or other non-resident members of the University or non-University communities;
6.4.21 Unauthorized guests or sale of the illegal or unacceptable conduct of any guest;
6.4.22 Use or abuse of a residence unit in such a manner as to render it unsafe, unsanitary, or uninhabitable;
6.4.23 Any behavior which in the sole discretion of the University interferes or is detrimental to the health, safety, peace or well-being of any Student(s), resident(s), or other affected individual(s) or group(s);
6.4.24 Dishonesty or providing false information to any University official, including but not limited to Residence Life staff members, and Security personnel;
6.4.25 Harassment/threatening behavior to another member of the University community, including but not limited to Residential Life staff members, security personnel and other University students;
6.4.26 Unauthorized entry to University facilities, including but not limited to Residence Halls and individual student rooms/suites;
6.4.27 Failure to surrender appropriate identification upon request of clearly identified University personnel, including but not limited to Residence Life staff members and Security personnel;
6.4.28 Failure to comply with the direction, request and/or prior judicial sanction as issued by clearly identified University personnel, including but not limited to Residential Life staff members and Security personnel.
7.0 WITHDRAWALS AND ELIGIBILITY
7.1 An acceptance of a voluntary withdrawal from University housing, either before or after occupancy by the Student, must be made in writing to the Office of Residential Life. In the event the Student fails to notify the Office of Residential Life and permanently vacates the assigned residence unit without such written notice, additional financial penalties or cancellation fees may be imposed by the University. In the event the Student fails to give written notice, or other actions which the University of the Student's circumstances, the University may treat an extended absence, e.g. a month or longer (other than periods covered by intercession, etc.) as a withdrawal from occupancy, and the University may proceed accordingly.
7.2 In the event a housing application is voluntarily withdrawn by the Student prior to occupancy, the following refund schedule for the ROOM APPLICATION FEE will apply:
7.2.1 If the housing application is withdrawn by June 1 prior to the Academic Year of occupancy, the Student will be refunded all the application fee.
7.2.2 If the housing application is withdrawn between June 1 and July 1, of the Academic Year of occupancy, the Student will be refunded fifty (50%) percent of the application fee.
7.2.3 If the housing application is withdrawn after July 1 of the Academic year of occupancy, the application fee will not be refunded.
7.2.4 If the housing application is withdrawn after August 1 but prior to the start of the Academic semester of occupancy, the Student will incur a $350 late withdrawal charge.
7.2.5 If the housing application is withdrawn after December 23 but prior to the start of the Academic semester of occupancy, the Student will incur a $350 late withdrawal charge.
7.2.6 The schedule of refunds for application fees set forth above is only applicable to the Student who applies for University housing as an incoming Freshman or the returning resident student who files an application for University housing without prior application to transfer students or any others who might submit an application for university housing at times other than for the Fall semester. In such cases, housing application refunds may not be granted.
7.2.7 If an application fee has been paid and the Student notifies the Office of Residential Life prior to the opening of the residence halls that he/she will be on an approved leave of absence from the University or is enrolled in a study abroad program, a NON-CASHABLE credit of the application fee toward future housing charges will be recorded on the Student's account at the University Business Office.
7.3 After the Student assumes occupancy, all Residence Halls fees as identified in Section 2 of this Agreement with the exception of Non- Refundable for either voluntary or involuntary withdrawals.
7.4 In the event of Termination of the Agreement or withdrawal pursuant to Sections 6 or 7, the student is fully responsible for removing any and all personal belongings from an occupied room. Solely at its discretion, and only to the extent practical, the University will hold such belongings for a limited period, not to exceed two weeks from the date of Termination or withdrawal, and will give notice to the Student at a last known address, it being specifically understood that the University accepts no responsibility for such possessions left beyond the point of Termination or withdrawal. If the University, at its sole discretion, holds such belongings for a period of up to two weeks, and no advice from the Student is received concerning their disposition, such belongings will be considered abandoned, and disposed of accordingly.
8.0 ROOM CONDITION:
8.1 The Student's signature on the Room Condition Report establishes the Student's acceptance of the condition of the room and its contents at the time of first occupancy and therefore, becomes the standard for assessing the condition of the room and contents at the termination of occupancy.
8.2 The Student specifically agrees to be liable for all damages or other losses incurred by the University to the residence unit and its furnishings which are not the result of ordinary wear and tear. Damage within the residence unit is the joint and several responsibility of the resident assigned to a particular unit. Damages that occur to public areas (e.g., restrooms, lounges, study rooms, etc.) that cannot be attributable or chargeable to any specific individual(s) shall be equally shared by the residents in closest proximity to where damages have occurred. Upon demand, the Student agrees to pay the assessed value of all such damages as determined by the University.
9.0 INSPECTIONS AND ENTRY:
9.1 The University expressly reserves the right to make reasonable entry to the Student's residence unit without consent for the following purposes or occurrences:
9.1.1 Safety inspections, facility repairs, general housekeeping, and other similar administrative or operational purposes;
9.1.2 Evidence of emergency situations such as screams for help or present danger, smoke, fire, flooding, poisonous odors;
9.1.3 Replacement or movement of University property, including that which has been misappropriated or relocated without permission or authorization from the Office of Residential Life;
9.1.4 Disorderly conduct and unreasonable noise levels, particularly when there is interference with the rights of other residents to live or study in peace;
9.1.5 Reasonable suspicion of medical emergencies.
9.2 Entry can be made by any authorized University official or agent after knocking and after no response for a reasonable lapse of time.
9.3 Room inspections will be made according to the terms specified in the Residential Life Handbook. Facility inspections are made periodically by members of the Facilities Operations and Residential Life staff or their authorized agents to determine need for repairs or renovation as well as to evaluate the general condition, safety, and maintenance of the rooms. Unless otherwise specified in this Agreement, notification will be given to the student twenty four (24) hours in advance. If it is revealed during such an inspection that University property is not properly located in a room, or that violations of the terms of this Agreement exist, termination of the Student occupancy or other appropriate disciplinary action may result.
9.4 A search of a residence unit may be authorized by the Vice President for Student Affairs or his/her authorized representative, when there is a reason to believe that it contains (1) stolen property or material that constitutes a danger to the building or the safety of any of its occupants; (2) drugs, persons, or animals prohibited by the terms of this Agreement; or (3) activities or conduct that are prohibited by the terms of this Agreement.
9.5 The University reserves the right to confiscate and/or destroy any and all property owned or in possession of the Student without compensation therefore if such property is prohibited or held or stored on University property in violation of the terms of this Agreement.
10.0 INFORMATION DISCLOSURE:
10.1 It is the responsibility of the Student to inform the University in writing and in accordance with its policy under the Family Educational Rights and Privacy Act if the Student changes his/her room location, telephone number, or other directory information are not to be disclosed to any party.
10.2 The Student has the obligation to inform the Office of Residential Life of any medical or physical condition or handicap which may necessitate special accommodation to be provided by the University. However, the University cannot guarantee special living.
conditions to accommodate any medical condition except as may be required by law.

11.0 GUEST RESTRICTIONS:
11.1 Overnight guests are not permitted unless they are of the same sex with a stay limited to a maximum of two (2) consecutive nights in any given one (1) week period. Residents are limited to a maximum of two (2) overnight guests. The host Student must request, receive, and be able to show upon demand to any University official or agent, a "guest ID" for each overnight guest who is a non-resident of University housing and/or a non-student visitor. The guest ID must be approved for each date requested.
11.2 Absence of required approvals or the presence of unauthorized guests in any residence unit constitutes violations of the terms of this Agreement and sufficient cause for the University to terminate the Student's license to occupy any residence unit.
11.3 Notwithstanding the fact that a guest may be approved or authorized to occupy a residence unit, the Student host will be responsible for the conduct of the guest(s) and the failure of the guest(s) to comply with all regulations and conduct prescribed in this Agreement, the University Code of Conduct, the Residential Life Handbook, the Student Handbook, and any other rules and regulations set forth by the University or the Office of Residential Life Staff, will be imputed to the Student host. The Student will indemnify the University from and against any claims, liabilities or damages sustained or incurred by the University under the circumstances.
12.0 APPLICABLE LAWS:
12.1 This Agreement and all matters related to it shall be governed by, and construed in accordance with, the laws of the State of New York.
12.2 The Student hereby acknowledges that the University is a not-for-profit institution operated exclusively for educational purposes and thereby understands and agrees to the fact that housing accommodations provided under this Agreement do not establish a landlord-tenant relationship subject to Federal, State, or New York City rent stabilization laws or other regulations associated with leases or the payment of rent. The Student further acknowledges that any occupancy of a residence unit is contingent upon maintaining an affiliation with the University in accordance with the terms of this Agreement and therefore, the Student agrees to vacate a residence unit immediately upon termination of that affiliation. The Student specifically acknowledges understanding that the residence provided under this Agreement is not intended to and does not provide the conditions necessary for families living independently of each other, and therefore would not come within the scope of the definition of a covered "multiple dwelling" under the New York State or City law. Notwithstanding the foregoing, the Student hereby expressly waives any right to trial by jury in any proceeding pertaining to the residence pursuant to this Agreement.
13.0 RESERVATION OF UNIVERSITY RIGHTS:
13.1 In the event the Student fails to comply with any provisions of this Agreement, the University may, at its option terminate this Agreement and retain all payments made hereunder, or in the alternative, it may seek any other remedy in law or in equity including but not limited to specific performance of this Agreement and damages. The Student agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by the University enforcing this Agreement in any manner.
13.2 Delivery of this Agreement signed by the signatories does not constitute acceptance by the University unless it is approved and accepted by the University as evidenced by the signature of the Director of Residential Life or his/her designee on the Residential Life Assignment Confirmation which denotes the room assignment.
13.3 The University reserves the right to make reasonable modifications in costs for accommodations; facilities; food services; and to make such new or added regulations as may be dictated by unforeseen circumstances such as labor disorders, war, contagious diseases or other dire emergency; or by any Government authority imposing restrictions and/or regulations relative to heating, weather conditions, economic considerations, fire regulations; or for any other unusual or unanticipated conditions.
13.4 The University reserves the right at all times throughout the term of this Agreement to assign or sublease to the Student tenant and his/hers own right to occupy a residence unit and such other disciplinary action as may be deemed appropriate by University under the circumstances.
14.0 KEYS
14.1 The Student will obtain exclusively from the University any and all keys necessary to gain access to the assigned residence unit. All such keys remain the property of the University. Upon the Student's voluntary or involuntary withdrawal from University housing or the termination of occupancy under this Agreement, whichever occurs first, the Student must return all keys promptly without notice or demand therefore.
14.2 If keys delivered to the Student are lost, damaged, or stolen, the Student will, in accordance with procedures established by the Office of Residential Life, a minimum penalty fee of $15 will be charged and further disciplinary action may be imposed.
14.3 The unauthorized duplication or lending of keys to any other individual(s) is strictly prohibited and may be grounds for termination of this Agreement.
15.0 LIABILITY FOR LOSSES/DAMAGES/INJURY:
15.1 The University is not responsible for the loss, theft, or damage to any personal property owned, operated, or possessed by the Student, guest(s), parents, or family members which may be held, located, or stored in any residence unit or anywhere else on University-owned or leased property. The Student understands and expressly agrees to accept all risks of such losses or damages and is urged at all times to seek appropriate insurance coverage through family homeowner's insurance or other means.
15.2 The Student does hereby agree to assume all risks associated with the occupancy of a residence unit and does hereby, for himself/herself, his/her heirs and personal representatives, agree to hold harmless, indemnify, release and forever discharge the University and any and all of its officers, agents and employees from any and all claims demands, actions, causes of actions, on account of loss or damage to personal property, or personal injury, including death, which may result from causes beyond the control and without the negligence of the University, its officers, agents, or employees during the term of this Agreement.
16.0 MISCELLANEOUS PROVISIONS:
16.1 The Housing Application Card (RL 100), the University Code of Conduct, the Residential Life Handbook, the Student Handbook, and any other rules and regulations the University may establish, are hereby incorporated by reference and made a part hereof.
16.2 The failure of the University to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation or agreement of either party.
16.3 This Agreement shall be binding upon the signatories and inure to the benefit of the heirs, personal representatives, and permitted assigns of the Student and the successor and assigns of the University.
16.4 If any provision of this Agreement, as applied to either party or to any circumstances, shall be adjudged by any court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.
16.5 If there is any conflict between the terms of this Agreement and the aforementioned documents referred to in the definition of a residence hall, the terms of this Agreement are controlling.
16.6 Article headings are for convenience only and shall in no way affect the interpretation of the Agreement or any articles in this Agreement.
17.0 OPENING/CLOSING OF RESIDENCE HALLS
The residence halls will open and close at the published times and days as distributed by the Office of Residential Life. The Student must receive prior permission from his/her Resident Director to remain past stated dates and times. Only in exceptional circumstances will students be permitted to return prior to the stated dates and times. To return early the Student must first contact and receive permission from the Office of Residential Life. An early arrival fee may be placed on the Student's Bursar account.