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 receipt of a ROOM APPLICATION FEE of $200 which will be applied towards the Student's residence charges.

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 (HL 100) (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 scholarship or agreement 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 not 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 University 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 timely 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 occupancy 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 not 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.

4.3 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, "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, suitmates or roommates.

5.2 Requests made by the Student to be assigned to a residence unit other than that last assigned or (2) vacate the assigned unit entirely during all or part of the holiday/vacation periods.

5.3 The University reserves the right at any time to reassign the Student to a particular 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 accordingly.

5.4 In the event of vacancies in a multi-person occupied room, the remaining Student(s) may be required to vacate the current residence 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 ANDENFORCEMENTOF REGULATIONS.

6.1 The Student 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 unit 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 drugs 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, firecrackers, 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, courts, riots, or other illegal events;
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, including but not limited to Residence Halls and University buildings;
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 exterior or interior 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 unattractive, dangerous or otherwise unallowable by the Offices 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 hall to another;
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 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 unemployable;
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); or
6.4.24 Dishonesty/providing false information to any University official, including but not limited to Residential 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 Residential Life staff members and Security personnel;
6.4.28 Failure to comply with the direction, request and/or lawful 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 FOR REDEMPTIONS:

7.1 Applicants may voluntarily withdraw 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 notification, the Student will be subjected to disciplinary action and such cancellations fees may be imposed by the University. In the event the Student fails to give written notice, the University, at its sole discretion, shall be entitled to a refund of the University’s Student’s circumstances, the University may render the acceptance of the condition of the room and 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.

8.0 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
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 not 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. 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 fully indemnify and hold the Student host and his/her own right to occupy a residence unit and such other disciplinary action as may be deemed appropriate by the University.

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 evidence 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; by 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 the Student to a residence other than the one initially or previously assigned or occupied.

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 University will return all keys promptly without notice or demand therefore.
14.2 If keys delivered to the Student are lost, damaged, or not returned 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 for damages, 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 insure 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 that are incorporated by reference, the terms of this Agreement are controlling.
16.6 Article headings are for convenience only and shall in no way effect 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/their 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.