I. INTRODUCTION

This License is extended to full time registered students for a space in University Residence Halls or Apartments. It is binding for the full academic year, which includes both Fall and Spring semesters. For those who choose to live in the Residence Halls, the license consists of Room & Board and is available ONLY on a combined basis with the exception of those who reside in the University Apartments.

A. Residence Halls

The license is extended to individual students for a space in an on-campus room for the period of Friday August 23, 2019 8AM to Friday May 15, 2020 at 12:00PM. In addition, if you have received approval for early arrival before the August opening or extended housing after May closing, you are agreeing to be bound by the same terms and conditions contained within this license. Students may not occupy rooms during times when the residence halls are closed, except as noted in Section V.

B. University Apartments

The License is binding for the full academic year, which includes both Fall and Spring semesters (does not include the summer). The Apartments License is extended to individual students for a space in University Apartments (Empire Commons, Freedom Apartments or Liberty Terrace) for the following period:

Saturday August 24, 2019 at 9:00AM to Friday May 15, 2020 at 12:00PM. Graduates must check out by Monday May 18, 2020 by 12:00PM.

International House Year Round Housing

Year round housing is available within the International House on Freedom Apartments in buildings D1 and D2 only. Students who select to live in Freedom Apartments buildings D1 and D2 agree to extend this license to include the fall 2019, spring 2020, and summer 2020 semesters. Students who select year-round housing are provided on-campus housing during the summer 2020 semester based on space availability. Refer to sections IV, V, and IV for dates associated with check-in and check-out for the academic year and summer semester.

Termination of License

DURING WINTER INTERSESSION (December & January ONLY): If residents are approved to terminate their license, they should refer to Section XIV of this license agreement. If your release is approved, there is a $400 license termination fee for release from Empire Commons. This fee is waived if a student is approved by the University for Study abroad or a University sponsored internship not in the local area. The Department of Residential Life (DRL) and University Apartments does not guarantee license termination approval.

C. All Resident Students

The expectation of students living in residence at the University at Albany is that they will conduct themselves in a manner that both respects and contributes to the cultivation of an academic living environment. Students must abide by the policies and regulations set forth in the Terms and Conditions of the University Apartments & Residence Halls License as well as by the University’s Community Rights & Responsibilities. Please see section IX of this License for further details.

The On-Campus Residence Requirement

All students with an admission classification of freshman as recorded on the Integrated Administrative System are required to live in on-campus residence facilities for their first two years at the University. Transfer students are exempt from this requirement.
Additional exemptions for the following reasons will be reviewed upon receipt of a formal application requesting a release from housing, available at http://www.albany.edu/housing, accompanied by official, third party documentation. The following reasons will be considered:

1. Student is married
2. Student is 21 years of age or over
3. Student is a veteran
4. Student/dependent lives with parent/guardian at their permanent address within 50 mile radius of the Albany campus
5. Medical reason (see section VII B)
6. Demonstrated financial hardship and resides within 50 miles of the Albany campus

Any Student who is not exempt from the on-campus residency requirement will be billed the full housing charge at their current occupancy rate of 16-weeks from the time they leave housing to the remainder of the semester, if they choose to leave and walk-out of their contract without the appropriate approval.

Students are advised that their License is binding for the duration stipulated herein. Withdrawals from residence for any reason, resulting in the breach of this license agreement, will result in financial penalties incurred by the student. Students should familiarize themselves with sections XII (Payments) & XIV (Refunds and Billing Adjustments) of this License.

* Section XV of this agreement outlines the appropriate procedures for applying for releases from residence, and the circumstances under which students may be granted such releases. Penalties may still apply for breach of this license in any way.

II. ELIGIBILITY

The offer of on-campus housing accommodations is extended to registered, matriculated students. Preference for residence in University housing will be given to full-time degree candidates, however part-time status does not terminate this agreement. Only registered students who have completed a Housing Application, acknowledged receipt of the Terms and Conditions of the Housing License, signed a Room/Apartment Condition Form, and been assigned to a space are permitted to reside in the University at Albany residence halls or apartments. Non-matriculated, continuing studies, and General Studies students will be considered for housing only if space is available and only after all traditional matriculated University at Albany students have been housed, and with approval from the Director of Residential Life. Consideration should be requested by emailing Residential Life at reslife@albany.edu. Persons not registered for courses at the University at Albany are not permitted to live on campus. Students who are under seventeen (17) years of age by the first day of classes in their first semester must have parental authorization indicating understanding of, and agreement with, the terms and conditions of the License.

III. ROOM ASSIGNMENTS

A. Residence Halls
All students may apply to reside in University Residence Halls; however, the University is not required to house all students. The University reserves the right to increase the occupancy of a room beyond design capacity at a reduced room rate for all students in that room, and to change the occupancy of an increased room to normal at any time. Increased occupancy rooms may include bunk beds. The assigned students select beds, on a first-come first-served basis, during check-in.

The University reserves the right to change room assignments for health, safety, repair services, vacancy consolidation, disciplinary sanctions, unresolved issues in compatibility of roommates, or other reasons at the discretion of the DRL.

Room & Board Rate Adjustments
The University reserves the right to adjust room and board rates at any time if warranted by State budget conditions, unforeseen cost increases, or occupancy losses. Room rates are subject to approval by the State University of New York System Administration.

B. University Apartments
Only University at Albany students who are juniors, seniors, graduate students, or 21 years of age may apply to reside in University Apartments. Class status is based on the 2019 - 2020 academic year. The DRL may allow students of sophomore status to live on Freedom at its sole discretion.

C. Gender Inclusive Housing
Recognizing that single-gender housing may not be appropriate or comfortable for all students, Residential Life offers a limited number of rooms as Gender Inclusive Housing in both the residence halls and apartments on a space available basis. Students signing up for these areas will be permitted to have roommates and suitemates from across the gender spectrum. Gender Inclusive Housing will allow for an environment where student housing is not restricted by traditional limitations presented by our current system that is based on the gender binary. We believe that it is important that our housing policies evolve to meet the needs of all students and to create an inclusive, welcoming environment. Continuing students may elect Gender Inclusive Housing during Housing Sign Up. New students entering the University should contact the Department’s LGBTQ liaison, Jameelee Ford, at 518-442-5875 or jford2@albany.edu.

D. New Students
Freshman, Transfer and Readmitted students will have the opportunity to provide limited preferences on the Housing Application Form. Stated preferences will be honored where possible, but are not guaranteed. New student housing assignments are made based upon the date of receipt of the completed Housing Application Form and Housing Deposit.

E. Room Changes
Based on availability, request for room changes may be honored as soon as rooms become available for both the Fall 2019 and Spring 2020 semesters.

Students may not occupy two spaces concurrently. Therefore, you must check out completely from your old space prior to moving into your newly assigned room. For all room changes at the end of the Fall semester students must check out of their current location prior to departing for intersession. If you are granted a room change and do not check out prior to intersession, you will forfeit your new assignment. If your new assignment is available you may move into the new location before intersession, otherwise you will need to bring all of your belongings home and/or store them during the intersession.

IV. ARRIVAL PROCEDURES

Students may not occupy or deliver items to their rooms or apartments prior to the official opening date of the Residence Halls & Apartments, i.e. Friday August 23, 2019 for all new freshmen students, and Sunday, January 19, 2020 for Spring semester. Students whose presence on campus is required by an office, department, or organization to assist with the opening of the University may be granted permission to arrive early. Requests for early arrival of a student who has responsibilities as it relates to the opening of the University must be made in writing to the DRL, by the appropriate office, department or organization. Upon arrival, ALL students must report to their assigned living area and check in at their Quad Information Center or respective University Apartments Office.

A. Fall Semester Check-in
Students entering University Residence Halls and Apartments for the Fall 2019 semester may check in during regular business hours (9:00AM – 5:00PM) on Saturday, August 24th – Sunday, August 25th, 2019. Select freshman and new transfer students may check in on Thursday, August 22, 2019 between 8:00AM – 5:00PM. All remaining freshmen and new transfer students may check in on Friday, August 23, 2019 between 8:00AM – 1:00PM. Rooms will be held for assigned students only through Monday August 26, 2019 unless prior arrangements are made with the DRL. Students who have not checked in by that time may have their rooms reassigned to other students.

Students entering the International House on Freedom Apartments in D Cluster for the Fall 2019 semester may check in during regular business hours (9:00AM-5:00PM) on Wednesday, August 14, 2019.
• After Check-in, all residential students must go on-line to complete your Electronic Room Condition Report (ERCR) to document any room/suite damages within 72-hours to avoid any damage related charges

B. Spring Semester Check-in
Newly admitted students entering residence halls for the Spring 2020 semester may check in between the hours of 11:00AM - 5:00PM on Sunday, January 19, 2020. Continuing students may check in beginning Sunday, January 19, 2020 at 11:00AM. Rooms will be held for assigned students only through Wednesday January 22, 2020 unless prior arrangements are made with the DRL. Students who have not checked in by that time may have their rooms reassigned to other students.

Students entering the International House on Freedom Apartments in D Cluster for the Spring 2020 semester may check in during regular business hours (9:00AM-5:00PM) on Wednesday, January 15, 2020.

*Please note, “early arrivals” will not be accommodated for the Spring semester other than International House residents.

C. Summer School Check-in (University Apartments ONLY)
Students who lived on University Apartments the immediate prior Spring semester or who will live on University Apartments during the upcoming Fall semester may live on Empire Commons for the duration of the summer school session(s). Students will be required to fill out a summer school application and provide documentation that they are registered for the session(s) for which they are requesting housing. Students who are approved to reside on Empire Commons during a summer session(s) may check-in at the Empire Commons Community Building one day prior to the start of their registered summer session. All room fees will be added to the student’s University account. Meal plans are not required for any students residing on the University Apartments during a summer session(s). All others will need to seek Summer School housing in the Residence Halls.

V. VACATION PERIODS

A. Residence Halls
Recess periods for the 2019 - 2020 academic year are: Thanksgiving, Winter Intersession, and Spring Recess. For Thanksgiving, the residence halls will not close, but you must complete a recess housing application to stay. If you do not submit an application, your UAlbany ID card will be deactivated for the duration of the break. For Winter Intersession, the residence halls close Wednesday December 18, 2019 at 11:00AM, and will re-open Sunday January 19, 2020 at 11:00AM. For Spring Recess, residence halls will close Friday March 13, 2020 at 6:00PM, and will re-open Sunday March 22, 2020, at 11:00AM. Any student who has a University class on Saturday March 21, 2020 can make special arrangements with Residential Life. Students will not be able to gain access to their rooms during recess periods. Students MUST VACATE, except for students residing in approved Recess Housing areas. When the University begins a recess, all students must vacate their rooms no later than 24-hours after their last class or examination. Students may leave their personal items in their rooms at their own risk. Students with legitimate reasons may request to stay in the residence hall(s) designated for recess housing use. They may do so through filing a Recess Housing Application, which will be advertised via the DRL’s website at www.albany.edu/housing and available on the quads. Students will be notified of the status of this application and specific procedures for remaining over break. All buildings other than those specifically designated for recess use will be closed. Mail will NOT be forwarded during vacation periods. There is no extra charge for staying in recess housing, except for a refundable key deposit for those students housed in a bunkroom during recess. Please note there will be no meals available during any recess period.

B. University Apartments
Empire Commons, Liberty Terrace, and Freedom Apartments: These areas remain open during semester breaks, as well as during the Winter Intersession. All rules and regulations stated in the Community Rights and Responsibilities and the Residence Halls & Apartments License will remain in effect. During most
breaks all offices and wellness centers will be closed or have limited hours. However, Residential Life staff will be available in the event of an emergency.

VI. CHECK OUT

A. Residence Halls
Residence Halls close to all students **Friday May 15th, 2020 at 12:00PM** except for those students approved for participation in Commencement on **Sunday May 17th, 2020**. Graduates must check out by **Monday May 18th, 2020 by 12:00PM**.

Students approved for release from the Residence Halls must do so by **Wednesday December 18, 2019**. **Students who fail to checkout by Wednesday December 18, 2019, will incur weekly charges.**

B. University Apartments
University Apartments close on **Monday May 18th, 2020 at 12:00PM**. Graduates must check out by **Monday May 18th, 2020 by 12:00PM**.

University Apartments Summer School residents must check-out **within 24-hours of their last summer school final** or by **Friday, August 16th, 2019 at 4:00PM** (whichever is sooner).

**International House Year Round Housing**
Students who select to live in Freedom Apartments buildings D1 and D2 agree to extend this license to include the fall 2019, spring 2020, and summer 2020 semesters. For these students, on-campus housing is provided in your Spring 2020 room assignment until July 31, 2020. Students will be required to check out of their Spring 2020 room assignment by July 31, 2020 at 12:00PM.

Students who require housing between July 31, 2020 and the designated move in date for the fall 2020 semester will receive an alternate on-campus housing assignment for this period in the residence halls or university apartments based on space availability.

Students can check-in to the alternate on-campus housing assignment between 12:00PM and 4:00PM on July 30, 2020. Students must check-out of the alternate on-campus housing assignment by 4:00PM on **Friday, August 16th, 2019 at 4:00PM**.

C. All Resident Students
When leaving residence permanently, or changing rooms at any time of the year, all students must complete the following procedures in order for their room to be considered vacated:

1. Remove all personal belongings.
2. Remove all trash and unwanted materials and leave the room/suite clean.
3. Return all issued residence and mailbox keys and complete appropriate forms.
4. Complete forwarding address information.

Once a student officially checks out of their room (i.e.: returns issued keys and completes all necessary paperwork), they confirm that all personal items of worth have been removed thereby releasing the University from all liability for damage or loss of any personal items left behind. (This may also include an incomplete check-out where students don’t return their keys and leave the University without notifying the DRL).

**Failure to comply with the above procedures may result in a student being charged a room damage/cleaning fee.**

- Failure to return keys may results in key replacement fees.

VII. MEDICAL ACCESSIBLE HOUSING NEEDS

A. Policy Regarding Special Housing Requests
Special housing requests include:

1. Exemption from the requirement of on-campus residency for the freshman/Sophomore year of undergraduate study.
2. Medical Singles

In the event a student feels they have a medical condition which warrants a change in their housing situation, the request is forwarded to the UAlbany Medical Director.

The decision to grant such a request is based on the medical necessity of the student’s diagnosed condition.

In order for a fair decision to be reached, based on true medical need, the student will need to do the following:

1. Make the request to the Residential Life Department.
2. Provide the Medical Director with a typed letter from the student’s treating physician, which includes:
   a. The diagnosis.
   c. Length of treatment of condition by the physician providing the letter.
   d. Anticipated benefit of housing change, with reference to particular aspects of the current housing which prevents these benefits.
   e. Specific aspects of the requested housing which are deemed necessary in order to avoid medical complications related to the diagnosed condition.

Policy Requirements for Official Medical Release From Housing

Medical Single
A student recommended for a Medical Single by the University Medical Director will be placed in a designated occupancy single room based upon available space. If a student desires a double room as a single based on a documented medical condition, superior occupancy charges will apply.

Accessible Condition
A student with a disability recommended for Accessible Housing will be assigned to a designed accessible room/suite on State or Indian Quadrangle or to a designed accessible apartment on University Apartments, if qualified (see section XVIII).

B. Endangerment or Disruptive Conduct
Acting to create or contribute to dangerous or unsafe environments anywhere on or off-campus. Reckless or intentional acts which endanger, or put at risk, the welfare of oneself or others. Threatening conduct which is unreasonable in the area, time or manner in which it occurs. This behavior includes, but is not limited to, a suicide threat (verbally and/or in writing, including social media), plans or preparation for suicide, or deliberately causing serious injury to self. Students residing in the residence halls/ university apartments, who display suicidal behavior will be required to participate in CAPS-Connect, a joint program of the University Counseling and Psychological Services Center (CAPS) and the Department of Residential Life. Refusal to participate or work towards the successful completion of CAPS-Connect may result in deactivation of UAlbany ID card, a conduct referral, administrative move, or removal from residence.

VIII. BOARD (MEAL PLAN) REQUIREMENTS

A. Traditional Residence Hall

Students living in traditional residence halls (i.e., Alumni, Colonial, Dutch, Indian and State Quads) are required to have a meal plan. A designated meal plan is automatically assigned to students based on class year. Meal plan requirements and options can be viewed online at https://www.ualbanydining.com/my-meal-plan

A traditional residence hall student may change his/her automatically assigned meal plan (as allowed per class year) through the tenth business day of the semester via his/her MyUAlbany account. All freshmen are required to be on an unlimited meal plan.

B. University Apartments
Students residing in the University Apartments are not required to purchase a meal plan, but can add a meal plan at any time during the academic year. Meal plan options and details are available online at https://www.ualbanydining.com/my-meal-plan. University Apartment students may only change his/her chosen meal plan through the tenth business day of the semester via his/her MyUAlbany account.

C. Meal Plan Activation
Meal plan activation is determined on a semester-by-semester basis, but typically falls on the official scheduled move-in date set by Residential Life. Students moving in before the scheduled date will not have access to any part of their meal plan and, can add Munch Money or Podium for on-campus purchases until meal plans are activated (cash/credit cards also accepted on campus).

After meal plans are activated, but when all-you-care-to-eat (AYCTE) resident dining rooms are closed, the meal plans declining balance tender (i.e., Discount Dollars) and other declining balance tenders (i.e., Munch Money and Podium) can be used at campus retail locations, when available.

D. Food Allergy and Special Diet Accommodations
Nutrition resources and accommodations are available for students with food allergies, medical/psychological conditions or special dietary preferences. More information can be found at the UAlbany Dining website (https://www.ualbanydining.com/explore/nutrition).

IX. RULES & REGULATIONS
The following rules and regulations are applicable to all residence halls. In addition, University rules and expectations included in Community Rights & Responsibilities, not reproduced here, also apply. Failure to act in accordance with these rules, regulations and expectations may result in University disciplinary action and/or civil criminal action and/or financial liability. Possession or use of prohibited items may result in their removal facilitated by University officials. Residents of suites/rooms where a health/safety hazard exists shall be required to remove the hazard immediately.

A. Residence Halls & University Apartments Regulations

1. Respect for individuals and groups. Individuals are expected to maintain respect for individual and group rights and responsibilities as stated in this License and in the University Community Rights & Responsibilities.

2. Host Responsibility. Student hosts assume responsibility for the behavior and activities of their guest(s). Guests are subject to the same rules, regulations and expectations as their host, and the host has responsibility for informing the guest of the rules, regulations and expectations in advance. In addition to any disciplinary action taken against the host, the University reserves the right to require the immediate departure of any guest where violations of University regulations or individual or group rights have occurred.

Residents are not allowed to host parties or large gatherings in their apartment/quad suite at any time. Gatherings of any size seen as disruptive to the community or as a health hazard will be dispersed; regardless of gathering size.

3. Alcohol. All bulk containers are strictly prohibited. Individuals are expected to abide by all state laws and University policies governing the use of alcohol. Please refer to the University Community Rights & Responsibilities for detailed policy. Alcohol is strictly prohibited on Indian and State Quads, regardless of residents’ age.
In addition to the above statement, residents found with items used for binge drinking (i.e. beer/water pong tables, funnels, kegs, etc.) will be required to carry said item(s) to their respective Quad Information Center or University Apartments Office. The item(s) will remain in the property of Residential Life staff until the end of the academic year or until a time when the owner can permanently remove the item(s) from campus. At the end of each academic year (24 hours after closing), all such items will be disposed of if the owner does not collect them.

4. **Overnight guests.** Overnight guests may be housed, provided the guest is housed in a suite/bedroom and that the student host has complied with the guest registration policy/application, which is available in the Quad Information Center/University Apartments Offices and is required of all guests. All guests must be registered with the Information Center before 11:00PM the night of their stay. Residents are allowed a MAXIMUM of **two guests per bedroom** at any given time.

- No University resident is allowed to house a guest(s) for more than 72 hours in a 30-day span. A guest(s) must be registered through your respective apartment complex/quad office, as well as with your roommates and/or apartment-mates.

In addition to the statement above, residents found in violation of the **overnight guest policy will need to remove their guest(s) immediately.** However guests found in violation of the rules, regulations or policies of the University, will be required to leave immediately. Further violations of the guest policy may result in the revocation of the host’s residence license.

5. **Quiet Hours and Courtesy Hours.**

**Residence Halls**
Formal Quiet hours are Sunday thru Thursday 9:00PM - 7:00AM, Friday thru Saturday 12:00AM - 7:00AM on weekends. During the final examination period, beginning the night of reading day and extending daily through the last examination, formal quiet hours are in effect 24 hours a day. Formal Quiet Hours are defined as a time during which all sound must be contained within a room/suite. Courtesy Hours exist 24 hours every day, therefore are always in effect, and are defined as a time in which general consideration for others is maintained.

**University Apartments**
Residents of University Apartments (Empire Commons, Freedom Apartments and Liberty Terrace) and their guests are required to be respectful of their neighbors and keep noise at a minimum. Noise must be confined within the parameters of their apartment. Residents and guests must also keep all noise to a minimum in building hallways and outside on the grounds. Neither residents nor their guests may play loud music or have loud gatherings in any apartment or on the grounds of University Apartments. Residents and their guests must abide by this policy at all times.

6. **Fire Safety.** All residents must evacuate the building when a fire alarm sounds. Failure to cooperate or to evacuate during a fire alarm; causing of a false fire alarm; inappropriate behavior which results in the activation of a fire alarm; interfering with the proper functioning of a fire alarm system; tampering with, damaging or removing fire hoses, extinguishers, exit lights, heat/smoke sensors, extinguisher boxes or alarm covers, or any other fire safety apparatus is strictly prohibited. The use of any open-flamed devices such as candles, sternos; incense and kerosene lamps is prohibited. Hot plates, toaster ovens, deep fryers, air fryers, waffle iron, panini press and standalone microwaves are also prohibited. The following are also prohibited: natural trees, wreaths, paneling, wallpaper or similar coverings, open-element, electric, or liquid-fueled (kerosene, propane, gas) space heaters and hazardous trash accumulation. Hoverboards are also not allowed in the residence halls due to the potential fire hazard presented by the batteries in them.

7. **Dangerous Objects.** The possession or use of firecrackers, explosives, dangerous chemicals, flammable liquids, charcoal lighter fluid, items which constitute a fire hazard, firearms or other weapons, ammunition, knives, chukka sticks and other dangerous objects or chemicals is prohibited. Use and storage of helium and propane tanks in rooms, suites and lounges is prohibited.
8. **Kitchen Use/Cooking.**

Residence Halls

Cooking is permitted only in residence hall kitchenette areas. Minimal snack preparation is permitted in student rooms (see number 9 below). Any open flame cooking equipment, including charcoal barbecue grills, and hibachis are prohibited from the quadrangle grounds.

University Apartments

Cooking is permitted on University Apartments. Students may only cook indoors in the apartment kitchen. The use of cooking appliances is prohibited in student bedrooms and apartment common areas other than the kitchen.

Students may cook outside within the common areas on the grounds of University Apartments. The use of charcoal burners and other open-flame cooking devices shall not be operated within 30 feet of the buildings. Residents are responsible for themselves and their guests in ensuring any outside gathering results in an expeditious and complete clean-up of the area. It is imperative that individuals take every safety precaution when disposing of used charcoal. Once the charcoal is finished being used, allow it to sit in the grill for at least 24-hours before placing it in the dumpster. Individuals using outdoor space must refrain from drinking alcoholic beverages outdoors, regardless of age.

All cooking in kitchen facilities must be attended to at all times. Any student who causes a fire or triggers a fire alarm through negligent use of kitchen facilities will be referred for disciplinary action.

Students are responsible for maintaining and cleaning their assigned kitchen and appliances to assure a safe cooking area. Students who neglect cleaning the kitchen area causing a risk of fire, pests, or any other risk to the community will be referred for disciplinary action.

Students are financially responsible for any related damages resulting from negligence while cooking or using the kitchen.

9. **Appliances.**

Residence Halls

Air conditioners, ceiling fans, microwave ovens (with the exception of micro-fridge) and all other cooking appliances that have an open element or flame are prohibited. For snack preparation, the following appliances, UL Approved ONLY, are permitted: pop-up toaster, closed element popcorn popper, thermostatically controlled hot pots and rice cookers, and percolator/coffeemaker.

University Apartments

Students are expected to use appliances furnished in their apartment in the appropriate manner. The student takes full responsibility for the appliances’ use and functioning during the course of their stay. Misuse, damage, and/or injury incurred by or caused by the student are the sole responsibility of the student. The student will incur appropriate charges for maintenance and upkeep as a result of damage caused by misuse or negligence.

The following small kitchen appliances are permitted for use in kitchens: blenders, juicers, food processors, hand and stand mixers, food dehydraters, ice cream makers, coffee makers, toasters, toaster ovens, electric water kettles, crockpots, rice cookers, air fryers, instant pots, bread makers, waffle irons, and panini presses. Hot plates and deep fryers are not permitted.

Empire Commons and Liberty Terrace apartments are equipped with microwaves. Freedom Apartments residents may possess one microwave in the kitchen; however, Freedom Apartments are not equipped with one.

10. **Refrigerators.**

Residence Halls

Mini Refrigerators:

Students are permitted to have a refrigerator in their room/suite. The refrigerator may be student-provided, in which case it must be in good working condition, capacity of 6 cubic feet or less, electrical requirements and use rated at 110 volts, 1.75 amperes or below, and UL approved; or, it
may be a leased unit meeting the same requirements. Physical Plant and the Department of Residential Life are not responsible for the disposal of student’s refrigerators. Refrigerators should return home with the student or brought to a certified recycling center for proper disposal.

Microwave:
The only microwave allowed in the residence hall rooms is via the current approved vendor for a refrigerator/microwave/freezer combo. For more information, go online to http://www.albany.edu/uas/other-services.php.

University Apartments
All apartments come equipped with a full size refrigerator.

11. Electronic Equipment. Radio-transmitting/receiving equipment are prohibited. Sub-woofers and amplification equipment are prohibited. Student-provided wireless access points and networking routers are strictly prohibited in all University residence. Students are expected to be familiar with and abide by all University Information Technology policies including, but not limited to, Responsible Use of Information Technology and Connecting Devices to the University Network. For all applicable University IT policies, visit http://www.albany.edu/its/

12. Pets. Pets, other than tropical fish in a 5 gallon or less tank, are prohibited. Qualified service animals and emotional support animals must be registered and approved by the Disability Resource Center.

13. Upholstered Furniture. New York State Fire regulations specifically prohibit furniture that does not meet the flammability requirements of California Technical Bulletin 133 (CAL 133). This is a very high standard to meet to ensure fire safety in large, institutional environments; cushioned or upholstered furniture available at most retail stores will not meet the standard. Any cushioned or upholstered furniture that is not labeled CAL 133 is prohibited.

14. Room decorations. Combustible materials such as posters, pictures, etc., shall be limited to 20% of available wall space in each room. No combustible material shall be allowed on ceilings or on the inside of any door. Fabrics, including sheets, fishnet, tapestry, etc., used as decorations are prohibited. Ceiling decorations of all types are prohibited. Curtains must be flame resistant (per NFPA 701) as should any upholstered furniture (labeled CAL 133).

15. Windows. Throwing or hanging anything out windows is prohibited.

University Apartments
Students are not permitted to utilize apartment windows as entrances or exits to their apartment except in cases of emergency. Use of apartment windows to move personal belongings into or out of the apartment is prohibited.

16. Ceilings. Ceilings may not be disturbed in anyway. This means you may not attach any items to the ceiling (such as stickers, nails, hooks, bottle caps, etc.), or bounce balls off them. The ceilings in some Residence Hall rooms contain a low percentage of chrysotile asbestos.

17. Screens. Removal of existing window screens is prohibited.

18. Recreation/other activity.
Residence Halls
Recreational activity within the courtyard of the Quadrangles is governed by the Department of Residential Life. Activities potentially injurious to individuals, facilities or grounds are prohibited in common areas, including lounges and hallways.

Special Function Forms are required for all use of space for formal and informal activities, as well as for approved solicitations. These forms must be completed in the Quad Information Center and approved by the Assistant Director for that facility.
University Apartments
Recreational activity within and around Empire Commons, Freedom Apartments and Liberty Terrace are governed by the Department of Residential Life, University Apartments, and the prescribed guidelines regarding use of the Empire Commons Community Building or Liberty Terrace Community Area. Activities that could be injurious or disruptive to individuals, facilities or grounds are prohibited in common areas, including hallways, stairwells, and grounds.

Reservation Requests are required for all use of common space for formal and informal activities within and around Empire Commons, Liberty Terrace, and Freedom Apartments. Requests must be submitted via EMS for approval two weeks prior to the date of the proposed event and/or activity. Charges may apply. Failure to comply with this regulation may result in judicial sanctions.

Additionally, failure to follow the posted rules and regulations or verbal directives of Residential Life staff may result in judicial sanctions and/or revocation of one’s gym privileges.

19. Solicitations.
Residence Halls
Solicitations and sales by residents and others are limited to those activities authorized by the designated campus authority and are limited to those approved by the DRL. Use of a mail services mailbox is strictly for personal use only, not for business purposes. Door to door sales or “dorm storming” are strictly prohibited with the exception of those activities approved by the DRL.

University Apartments
Solicitations and sales by residents and others are prohibited within apartment buildings.
Solicitations within the Empire Commons Community Building are limited to those approved by the Department of Residential Life, University Apartments. Use of a mail services mailbox is strictly for personal use only, not for business purposes.

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

21. Tunnel Area. Entering quad tunnel areas is prohibited unless specific permission is granted by the Department of Residential Life.

22. Vehicles. Storage of motorcycles or mopeds in buildings is prohibited.

23. Smoking. State law prohibits smoking inside all buildings on campus including lobbies, hallways lounges, suites, bedrooms and apartments.

SMOKE FREE CAMPUS
In recognition that the exposure to second hand smoke is a significant health concern, effective January 22, 2020, the University at Albany will become an entirely smoke and tobacco free campus. This means that as of this date, you may not smoke or use tobacco products anywhere on any University campus. This includes smoking of any kind including tobacco products, e-cigarettes, vaporizers, hookahs, drugs, etc. Until January 22, 2020 when this policy takes effect, all smoking or the use of any tobacco products will be restricted to designated smoking areas on each of the University campuses and smoking or the use of tobacco products outside of these designated smoking areas is prohibited.

24. Building Entrances. Propping open any building access/entrance door is strictly prohibited.

25. Recycling. Students are required to utilize suite/room issued recycling bins for recyclable materials. Students will be billed for lost, stolen, or damaged bins.

26. Cinder Blocks/Bricks. Cinder blocks or bricks of any composition are prohibited in all University Residence Halls & Apartments.
27. **Halogen Lamps.** Halogen lamps/bulbs are prohibited in all University Residence Halls & Apartments for health and safety reasons.

28. **Lofting/Bunking of Beds.** Lofting or bunking of beds must be completed by submitting a repair request to the Quad Information Center. Any bed with the above configuration must be done by Facilities staff and are required to have a safety rail installed. Not all University beds will be able to be lofted or bunched. Only University supplied loft configurations are acceptable. Waterbeds are prohibited.

29. **Personal Property Disposal.** DRL is not responsible for the disposal of student personal property including appliances, electronics, furniture, clothing, books or any other personal effects.

B. For information about the campus policy governing the use of alcohol and the complete Community Rights & Responsibilities document is available at: https://www.albany.edu/studentconduct/alcohol_and_drugs.php.

C. **Campus Policy Governing Use of Alcohol in Residence Halls**

All University at Albany students who live in residence and their visitors/guests are subject to New York State Law and the University at Albany’s policy regarding possession and consumption of alcohol, as well as specific policies governing the Residence Halls. Please note that individuals disciplinarily suspended or dismissed from the University forfeit tuition and fees as well as the semester room and board charges in which the disciplinary action occurred, and shall not receive academic credit for the semester in which the suspension or dismissal occurred.

1. **Definition of Residence Hall/University Apartment Areas.** Residence Halls are defined as the quadrangles and the University Apartment complexes, including outdoor areas. The boundaries of Indian, State, Colonial and Dutch Quadrangles are defined by the first paved roadway or sidewalk adjacent to the quadrangle. Indian and Dutch Quadrangles include the playing fields adjacent to the west and east respectively with regard to the application of this policy. The boundaries of Alumni Quadrangle are defined by the exterior city sidewalks surrounding the quad. The boundaries of Freedom Apartments are defined by the entrance road to the complex from Tricentennial Drive. The boundaries of Empire Commons are defined by the University roadways surrounding the complex. The boundaries of Liberty Terrace are defined by adjacent paved walkway, sidewalk, roadway or parking lot to the complex.

2. **Alcohol Policy in Freshmen Designated Residence Halls.** Alcoholic beverages are never permitted in freshman residence halls. This includes all residential buildings on Indian Quad and State Quad, or any other Quad with designated first year student populations. Visitors or guests of students residing in these areas are not permitted to possess or consume alcohol in these areas regardless of whether they are of legal drinking age. These areas are designated as alcohol free. Alcohol containers, including empty liquor bottles, wine bottles and/or beer cans are prohibited.

3. **Alcohol Policy for Students Under 21 Years of Age Living in Non-Freshmen Areas.** A person under 21 years of age may not possess or consume alcoholic beverages at any time on the University at Albany campus. No possession or consumption of alcohol is permitted by any student or guest in private residence rooms where all the assigned residents are under 21 years of age. This includes empty alcohol containers/bottles. Visitors or guests of students under 21 years of age are not permitted to possess or consume alcohol in the suite or bedroom of an underage student regardless of whether they are of legal drinking age. Alcohol containers, including empty liquor bottles, wine bottles and/or beer cans are prohibited.

4. **Alcohol Policy for Students Over 21 Years of Age Living in Non-Freshmen Areas.** The following regulations regarding alcohol use apply to students and visitors/guests in the non-freshmen areas who are 21 years of age or older: No individual student may possess more than 12, 12 oz. bottles/cans of beer (or the equivalent), or one liter of hard liquor or wine at one time in their assigned residence room/apartment. Guests or visitors are prohibited from bringing alcohol for consumption or distribution into any residence hall room/apartment. Binge drinking is strictly prohibited. Individuals of legal drinking age may not provide alcohol to underage roommates,
suitemates, visitors or guests. Drinking games (e.g. beer pong / water pong) and other activities that promote the irresponsible use of alcohol are prohibited. This includes the use of alcohol paraphernalia such as funnels and ice luges. Kegs and beer balls, whether empty or full, tapped or untapped, are prohibited. Spiked punch and Jell-O shots containing alcohol, regardless of alcohol content, are also prohibited. Behavior that encourages or contributes to excessive alcohol consumption by another student is prohibited. Carrying open containers of alcoholic beverages or consuming them in any public area of the campus is prohibited. This includes movement between residence hall rooms or apartments with an alcoholic beverage.

- Students who are above the age of 21, living with underage students must keep alcohol on their side of the room and it can’t be visible to the underage roommate(s).

5. **Compliance with all requests by University officials, including Residential Life staff or University Police, for proof of 21-year-old status is required.** If there is reasonable suspicion to believe that alcohol might be in squeeze bottles, cups or other such containers, University staff reserve the right to approach students and hold individuals accountable under the provisions of this policy. Possession, consumption, and storage of alcohol are prohibited in all public areas, e.g. lounges, hallways, stairwells, common bathrooms, or outdoor areas. Driving on University property while under the influence of alcohol is strictly prohibited and will result in arrest, loss of driving privileges on campus, and possible suspension or expulsion from the University.

6. **The Incident-Sanction Protocol for Alcohol & Other Drug Violations.** The sanctions specified in the University’s Community Rights & Responsibilities are the minimal expectations applied by staff in most student conduct cases involving alcohol and other drugs. The University’s response is not restricted to those sanctions listed in the protocol. Students are advised that illegal possession and/or use of alcohol and other drugs are strictly prohibited at the University.

**X. RESPONSIBILITY FOR ROOM USE**

Each resident must complete and sign an Electronic Room or Apartment Condition Report provided by the residence hall staff within 72 hours of occupying any room, including room changes. A link to this form will be provided at check-in/or room change and is the basis for assessment of any damage and/or loss attributable to the resident at the termination of occupancy. Failure to electronically complete the form results in the student’s assumption of responsibility for any damage evident in the room.

Where two or more students occupy the same room or suite and where determination of specific responsibility for the damages or losses has not occurred, an assessment will be made against both or all equally. Charges will reflect actual cost as determined by Physical Plant for any billing. A list of items most commonly billed and the cost is available upon request. If payment is not made, a hold will be placed on the student’s University records.

**A. Assessment of Room Damage Charges**

Students responsible for damage or losses will be billed by the DRL for cost of repair and/or replacement of University property.

**B. Common Area Damage Assessment**

An attempt will be made to identify students responsible for loss or damages. Failure to identify responsible individuals will result in an equal assessment to all students associated with the common area.

**C. Furniture Removal**

Furniture must be left in the rooms or lounges to which it has been assigned. Students who move furniture from assigned areas will be billed for the return of the furniture to its assigned area. Where furniture has been moved into a room or suite, all residents of the area will be equally billed for its removal.

**D. Alterations**

The student shall make no alterations to their bedroom, shared living space or building in which they reside. This includes but is not limited to: altering living space for recreational purposes, painting, and removal/disconnection/installation of fixtures, furniture, equipment, or appliances (where applicable) situated therein without the express written consent of the University.
University Apartments
On Empire Commons and Liberty Terrace, it is imperative that students not disconnect and/or rearrange the furniture in their bedroom. Students who violate this policy will be billed accordingly.

E. Lost Keys
If a student loses a key issued by the DRL, it may only be replaced by reporting the loss to the DRL. In such cases, the student will be billed for the cost of re-keying the door. Keys returned by students at check out which are not the same keys issued by the DRL will also necessitate the re-keying of the door with assessment of charges to the student responsible. All keys remain the property of the University. Duplication is strictly prohibited.

*Students found with duplicated keys will incur the cost of a lock change and may be judicially referred.

XI. MAINTENANCE & CONDITION OF FACILITY

All residents have a responsibility to help in maintaining the cleanliness of their living environment and will be expected to clean up after themselves in suites and rooms as well as in lounges and other public areas. Regular maintenance and/or painting by University personnel and/or contractors may be scheduled in rooms, suites, and common areas while facilities are occupied. When possible, advance notice will be given.

A. Inspections
The University reserves the right to inspect rooms for health, safety, security, and maintenance purposes. In all cases where the health, safety, or welfare of a person(s) may be in danger or in cases where University property or services are jeopardized, the Department of Residential Life staff may enter a suite or room immediately and without notice. Announced safety inspections will occur during each semester. Any violations cited must be remedied immediately. Residential Life Staff will ensure compliance. Failure to comply will result in judicial action and/or restitution. In addition, the University reserves the right to search with consent; search incidental to arrest; and to search by warrant.

B. Maintenance & Repair Work
Repair work in student rooms/suites may be scheduled to occur during recesses. Advance notice will be given to residents, except in the case of emergency repairs. Facilities Management reserves the right to enter any student dwelling for purposes of maintenance or repair work.

C. Room & Suite Painting
Students are prohibited from painting rooms and/or suites. Rooms and suites are painted on a regularly scheduled basis. Where room conditions warrant, students may request a work order for painting through the DRL.

XII. PERSONAL PROPERTY LOSSES & CLAIMS

The University is not responsible for loss of or damage to personal property of residents. Personal property insurance may be available through your family’s homeowners insurance, or through the individual purchase of renter’s insurance through the personal property protection program http://www.haylor.com/college-students/personal-property. Information is available at the DRL. Student occupants are urged to provide for the security of their belongings by locking their rooms and by carrying personal property insurance. Mail Services is not responsible for any unclaimed property or packages. Any small claim issues can be emailed to counsel@albany.edu.

XIII. PAYMENTS

A. Fall Semester Room Deposits
In order for continuing students to be eligible for a refund of the Housing Deposit, cancellation of the room request must be made in writing and received in the Department of Residential Life by Wednesday May 1, 2019. If the cancellation of the room request is received after Wednesday May 1, 2019, but before Friday August 23, 2019, students will not be charged per week for the room, but the $125 housing deposit will be forfeited.
B. **Spring Semester Room Deposits**
To secure a room assignment for Spring 2020 semester, continuing students requesting to move on campus must pay the Housing Deposit fee of $125.00. In order to be eligible for a refund of the Housing Deposit, cancellation of the room request must be made in writing and received in the DRL within 30 days of the receipt of the payment of the Deposit, but not later than **Friday January 17, 2020.**

C. **Room & Board Billing**
Charges are billed by the Office of Student Accounts and are due and payable prior to occupancy. Students are expected to pay in full or provide evidence of financial assistance to Student Accounts by the payment deadline. Students who do not satisfy their financial obligations for room and board charges are subject to removal from residence halls, apartment complexes, and/or revocation of their meal plan privileges.

**XIV. REFUNDS & BILLING ADJUSTMENTS**

Occupy of University Residence Halls & Apartments is defined as acceptance of keys and/or moving into the room. For residents continuing from fall to spring semesters, occupancy is defined as failure to obtain approval for release via the License Release Request and/or failure to remove all possessions from the room and return all keys prior to Spring semester opening day, **Friday January 17, 2020.** Adjustments for room and board charges are based on the date personal effects are removed from the hall and keys have been returned to The Department of Residential Life. Please note releases from Empire Commons are subject to a $400 license termination fee. Adjustments of room and board charges are granted in accordance with the following:

A. **Room**
After a student has occupied a room, no adjustment is available for the balance of that semester, unless the student officially withdraws from the University due to CIRCUMSTANCES BEYOND THEIR CONTROL or unless a written request for release from the Residence License due to CIRCUMSTANCES BEYOND THEIR CONTROL is approved by the DRL. Written third party documentation must be submitted to substantiate reasons beyond a student’s control. In approved cases, room charge adjustments are prorated on a weekly basis. **If a student withdraws from housing after week 8, charges for housing for the remainder of the term will not be refunded.**

B. **Meal Plan**
After a student has occupied a room, no adjustment is available for the balance of that semester, unless the student officially withdraws from the University due to CIRCUMSTANCES BEYOND THEIR CONTROL or unless a written request for release from the Residence License due to CIRCUMSTANCES BEYOND THEIR CONTROL is approved by the DRL. Written third party documentation must be submitted to substantiate reasons beyond a student’s control. In approved cases, meal plan charge adjustments are prorated on a weekly basis. **If a student withdraws from housing after week 8, charges for meal plans for the remainder of the term will not be refunded.**

A meal plan refund will not be granted if a student is released from the University due to disciplinary action or suspension regardless of the number of weeks into the semester.

Meal plans are subject to New York State tax laws, and therefore refunds may only be granted per the criteria detailed herein, and only through the first eight (8) weeks of the semester in which the plan was purchased.

The meal plan refund calculation is based on a weekly proration, regardless of plan usage, effective the first day meal plans officially begin for the semester. Meal plan refunds are processed automatically to a student’s account after their release from the Residence License has been confirmed by the DRL.

1. **Full Refund**
   You may receive a full refund of your meal plan charges only if you fail to occupy your room at the beginning of the semester as described above in this Residence License.
2. **Partial (Pro-Rated) or No Refund** (Before/After 8 Weeks)

   a. **Traditional Residence Hall Students**

   Students residing in a traditional residence hall will receive a meal plan refund when they are officially released from their [Residence Hall License](#) AND officially checked out of their room, through the eighth week of the semester. The meal plan refund calculation is based on the week in which the Department of Residential Life approves a student’s [housing release application](#) AND the student is officially checked out of his/her room, or the last week a student used his/her meal plan; whichever week is later. Please note that if a student is officially leaving the University, he/she must first completed a [withdrawal form](#) from the Office of Withdrawal and Readmission before he/she fills out the [housing release application](#).

   If a student receives approval from the DRL to move from traditional housing to either a University Apartment or commuter arrangement during the first eight weeks of the semester, the student’s meal plan will be automatically terminated upon change in housing status and refunded on the prorated basis described above unless the student has notified the ID Card Office in person that he/she wishes to retain his/her meal plan.

   A student released from a traditional residence hall after the eighth week of the semester does not qualify for a meal plan refund and his/her tax-free meal plan (including meal swipes and/or declining Discount Dollars balance) will be removed from his/her ID card automatically and forfeited. The only rare exception is if a student is officially released from housing due to special circumstances (see #3 below).

   b. **University Apartment Students**

   Students residing in a University Apartment are not eligible for a meal plan refund unless they are officially withdrawn from the University AND officially released from their residence license AND officially checked out of their apartment. The meal plan refund is based on the week in which the Department of Residential Life approves a student’s [housing release application](#) AND he/she is officially checked out of his/her apartment or the last week a student used his/her meal plan; whichever week is later. Please note that if a student is officially leaving the University, he/she must first completed a [withdrawal form](#) from the Office of Withdrawal and Readmission before he/she fills out the [housing release application](#).

   When a student [officially withdraws](#) from the University during the first eight weeks of the semester, his/her meal plan will be removed from his/her ID card automatically and refunded on a prorated basis.

   A student released from a University Apartment after the eighth week of the semester does not qualify for a meal plan refund and his/her tax-free meal plan (including meal swipes and/or declining Discount Dollars balance) will be removed from his/her ID card automatically and forfeited. The only rare exception is if a student is officially released from housing due to special circumstances (see #3 below).

3. **Officially Released from Housing for Special Circumstances**
A student that is officially released from housing under special circumstances could receive a meal plan refund after eight weeks. For more information, go online to https://ualbanydining.com/my-meal-plan/terms_conditions

C. Change In Occupancy

In the Residence Halls, students assigned to increased occupancy (one person more than design capacity for a room) are initially billed at the standard double rate. Adjustments to bills for increased occupancy will occur mid semester. If there is a change in occupancy which affects the room rate, i.e., increased occupancy rate to normal occupancy rate or normal occupancy rate to increased occupancy rate, changes in room rates become effective the following week. When campus-wide occupancy permits all students to be placed in normal occupancy (i.e., below 100% campus-wide), all students will be charged at the normal occupancy rate, even if students have elected to remain in increased occupancy.

D. Academic Dismissals

Students that have been academically dismissed must follow these procedures:

1. Fall Dismissal
   A student dismissed following the Fall semester must notify the DRL immediately following receipt of the official letter of academic dismissal. The student must make arrangements with the DRL to formally check out of their Fall room assignment a week prior to Spring semester opening day. **Checking out on or after move-in day for the spring semester will result in room charges.** Students appealing the academic dismissal must notify the DRL or will lose their Spring housing assignment.

2. Spring Dismissal
   A student dismissed following the spring semester must notify the DRL in writing within 30 days of receipt of the official letter of academic dismissal, in order to qualify for a refund of deposit for the Fall semester. Students appealing the academic dismissal must notify the DRL of their intent or they will lose their fall assignment.

E. Judicial Referrals/Actions

A student, either dismissed or suspended from the University, or administratively removed for disciplinary reasons by the Vice President for Student Affairs, Office of Community Standards, or Department of Residential Life are subject to financial penalties for prematurely breaking this License, and will be required to pay such penalties at the time of their removal from University Residence Halls and Apartments.

XV. RELEASE FROM RESIDENCE LICENSE FOR ROOM & BOARD

License Release Requests submitted on or after the first day that University Residence Halls and Apartments open for the semester will be considered by the DRL. Specific guidelines for securing approval of a License Release Request are applied. These guidelines include documented withdrawal from the University, changes in financial situation, marital status and medical conditions, all of which must be **BEYOND THE CONTROL OF THE STUDENT** with proper documentation. When a student is officially released from the Residence Hall License, s/he must vacate the room within 24 hours and complete checkout procedures outlined in Section VI of this license. A student will be charged for room until check out is completed. In approved cases, meal plan charge adjustments are prorated on a weekly basis. If a student withdraws from housing after week 8, charges for meal plans for the remainder of the term will not be refunded as indicated in Section XIV.

Failure to check into University Residence Halls and Apartments, reside in the assigned room, accept a meal plan, eat meals, or pay room and board charges does not release a student from the obligations of this License. Except for those students released from the License or officially withdrawn from the University, students who fail to move into their assigned room will be billed one-semester room charge, and for their meal plan where applicable in relation to their housing assignment.

Students who have occupied a room and then move out without being officially released from this License will be billed a full semester charge, effective the date of the unauthorized release.
A. Renewal
This agreement does not automatically renew upon expiration on the term designated. The University may accept or deny any such renewal request at its sole discretion. In addition, if you have received approval for early arrival before the August opening or extended housing after May closing, you are agreeing to be bound by the same terms and conditions contained within this license.

XVI. Residential Life Fitness Center Release & Informed Consent

In consideration of the University at Albany’s acceptance of a student’s presence as an on-campus residential student and of being permitted to participate in recreational, athletic, and fitness activities, including the use of Residential Life facilities and equipment, associated with such participation, students hereby represent and agree as follows:

A. A student’s status as a member is not part of the academic curriculum or job requirement of the University and are completely voluntary on my part.

B. Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The University at Albany has facilities for and provides for activities such as weight lifting, running, aerobic activities, swimming, group exercises classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of

C. There are risks and hazards, both minor and serious, associated with participation in Residential Life fitness center activities, including but not limited to: cuts, scrapes, bruises, broken bones, muscle strains, pulls or tears, other bodily injuries, heat prostration, blindness, deafness, drowning, heart attacks, temporary or permanent disabilities, paralysis, and even, death.

D. Residential Life fitness center activities require a minimum level of fitness for safe participation. I also understand that Residential Life advises that participants in fitness center activities have a physical examination to determine their fitness for participation.

E. Knowing the dangers, hazards and risks associated with Residential Life fitness center activities, and with sufficient knowledge of my physical condition and limitations, if any, students voluntarily assume all responsibility and risk of loss, damage, illness and/or injury to one’s person or property in any way associated with participation in fitness center activities or otherwise in connection with a student’s status as an on-campus residential student. To the fullest extent permitted by law, students hereby release, waive, and forever discharge, and agree not to sue and to indemnify and hold harmless, the State of New York, the University at Albany, Residential Life, Empire Commons Student Housing Corp and their officers, agents, employees and volunteers from and against any and all liabilities, claims, demands and causes of action of any kind or nature, either in law or in equity which arise or may hereafter arise from my participation in the activities, classes, observations, and use of facilities, premises and/or equipment of Residential Life, University at Albany. Notwithstanding the foregoing, the University shall remain liable for damages found to have arisen directly from the negligence of the University, its officers or employees acting within the scope of their employment, as provided by law.

F. Students will abide by all rules and regulations applicable to participation in fitness center activities.

G. Relative to student participation in Residential Life fitness center activities, students hereby grant the University at Albany, State University of New York, its officers, employees, agents and assigns the following irrevocable rights:

1. the right to create recordings of a student’s image, appearance, likeness, sound and/or voice, including, but not limited to video and photographs (hereinafter collectively known as “Recordings”) and use the Recordings in their original or edited form, at its sole discretion, in connection with its activities or for any other lawful educational, promotional or commercial purposes, including, but not limited to course instruction, and academic conferences and workshops.

2. the right to use, produce, reproduce, publish, exhibit, distribute, perform, broadcast and transmit the Recordings individually or in conjunction with other images, appearances, likenesses, sounds, voices or printed matter in the production of brochures, motion pictures, television tape, sound recordings, photographs, films, CD-ROMs, DVDs, digital files and any other media now existing or as may be developed hereafter, including but not limited to YouTube and other similar internet broadcasts and websites, and further the right to the use of a student’s name and biographical material in connection with any such Recordings;

3. the right to sell, license or assign the Recordings for use, production, reproduction publication, exhibition, distribution, performance, broadcast and transmission to any other person or entity; and
4. the right to copyright, in its own name, the Recordings or any works that contain the Recordings.
5. Students waive the right to inspect or approve the Recordings or any finished materials or work that incorporate or contain the Recordings. Students understand and agree that no student will receive compensation, now or in the future, in connection with the use of the Recordings and that the University exclusively owns all rights to the Recordings.
6. Students release and forever discharge the University at Albany, the State University of New York their officers, agents, employees, and assigns, from any and all claims, demand, rights, and causes of action of whatever kind that may arise from the use of the Recordings as provided herein, including, but not limited to all claims for libel and invasion of privacy.

By agreeing to the terms and conditions of the University Residence Halls and Apartments License, a student certifies being 18 years of age or older, having read the previous paragraphs and knowing, appreciating, and fully understanding the release and informed consent form, and agreeing to it voluntarily with full knowledge of its significance.

THESE TERMS AND CONDITIONS ARE A BINDING AGREEMENT

Department of Residential Life
State Quadrangle U-Lounge
1400 Washington Avenue
Albany, NY 12222-0001
PHONE: (518) 442-5875 FAX (518) 442-5835

University Apartments
Empire Commons Community Building
Albany, NY 12222-0001
PHONE: (518) 956-6250 FAX (518) 956-6251

www.albany.edu/housing