



# DEPARTMENT OF RESIDENTIAL LIFE

UNIVERSITY AT ALBANY State University of New York

## Terms & Conditions of the University Residence Halls & Apartments License 2020-2021

### I. INTRODUCTION

This License is extended to full-time registered students for a space in the 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 **Wednesday, August 19, 2020, at 9:00 A.M. to Thursday, May 13th, 2021 at 12:00 P.M.** 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:

**Wednesday, August 19, 2020, at 9:00 A.M. to Thursday, May 13, 2021 at 12:00 P.M.** Graduates must check out by **Monday, May 17, 2021, by 12:00 P.M.**

#### **Termination of License**

DURING WINTER INTERSESSION (December and 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 do 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 inviting, intellectual, and inclusive living environment. Students must abide by the policies and regulations set forth in the *Terms and Conditions of the University Residence Halls & Apartments License* as well as by the University's *Community Rights & Responsibilities*. Please see section IX of this License for further details.

#### **COVID-19 Safety Requirements**

Residents and guests must abide by the policies stated on the University at Albany 'COVID-19 (Coronavirus)' website ([click here](#)). Review of and compliance with the entire COVID-19 site is required, with particular attention to the Health & Safety section ([click here](#)).

#### D. The On-Campus Residence Requirement

All students with an admission classification of freshman and sophomore 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 not 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. Fully remote (online) class schedule

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 XIII (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](mailto: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.

#### **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 **2020 - 2021 academic year**. The DRL may allow students of sophomore status to live on Freedom Apartments 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](mailto: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 on 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 2020 and Spring 2021 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 (e.g., has been assessed, cleaned, etc.), 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.

**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.**

#### F. COVID-19

The University reserves the right to change or temporarily alter room assignments for health, safety, or other reasons at the discretion of the DRL. Should a student contract or be exposed to COVID-19 and require isolation or quarantine by the University Health Center or the local health department, the University and DRL will advise them to vacate their campus residence hall or apartment and return home. If a student is unable to leave due to extenuating circumstances such as, but not limited to, travel bans, no permanent home address, or foster youth or Ward of the State status, they should notify DRL immediately following the appropriate protocol. If a student is approved to remain on campus to quarantine or isolate, DRL will provide suitable alternate housing if not approved to isolate or quarantine in current assignment. DRL assigns students confirmed to have COVID-19 to Isolation housing for ten (10) days in an area secluded from the rest of the campus. DRL assigns students with potential COVID-19 exposure to Quarantine housing for fourteen (14) days in rooms with private bathrooms until their test results indicate a need for isolation or until cleared from suspicion of having the virus. Once in quarantine or isolation housing, the resident is not allowed to leave their room (except in situations where the restroom is not internal to their isolation room). If the isolated or quarantined resident is not on a university meal plan, they will be charged \$33 USD daily for food delivery.

### 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 and University Apartments, i.e., **Wednesday, August 19, 2020**, for the Fall semester, and **Sunday, January 17, 2021**, for the 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 the University Residence Halls and Apartments for the Fall 2020 semester must make an appointment to check in during regular business hours (9:00 A.M. – 4:30 P.M.) on Wednesday, August 19 – Sunday, August 23, 2020. Select freshmen may check in on Tuesday, August 18, 2020, between 9:00 A.M. – 4:30 P.M. Rooms will be held for assigned students only through **Monday, August 24, 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.

After Check-in, all residential students must go online to complete their Electronic Room Condition Report (ERCR) to document any room/suite damages within 72 hours to avoid any damage-related charges:

- <https://housingsignup.albany.edu/ResCenter/Home/HomePage.aspx>

#### B. Spring Semester Check-in

Newly admitted students entering residence halls for the Spring 2021 semester may check in between the hours of **12:00 P.M. - 5:00 P.M. on Sunday, January 17, 2021**. Continuing students may check in beginning **Sunday, January 17, 2021 at 12:00 P.M.** Rooms will be held for assigned students only through **Wednesday, January 20, 2021**, 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.

**\*Please note, "early arrivals" will not be accommodated for the Spring.**

#### 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 student 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 2020 - 2021 academic year are: Thanksgiving, Winter Intersession, and Spring Recess. The residence halls will close **Wednesday, November 25, 2020 at 11:00 A.M.** and will re-open on **Sunday, January 17, 2021 at 12:00 P.M.** For Spring Recess, residence halls will close on **Friday, March 12, 2021, at 6:00 P.M.**, and will re-open on **Sunday, March 21, 2021, at 12:00 P.M.** Any student who has a University class on Saturday, March 20, 2021, 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. *All buildings other than those specifically designated for recess use will be closed.* Mail will NOT be forwarded during vacation periods. Please note that 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 & 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 **Thursday, May 13, 2021, at 12:00 P.M.**, except for those students approved for participation in Commencement on **Sunday, May 16, 2021**. Graduates must check out by **Monday, May 17, 2021, by 12:00 P.M.**

Students approved for release from the Residence Halls must do so by **Tuesday, November 24, 2020**. **Students who fail to check out by Tuesday, November 24, 2020, will incur weekly charges.**

### B. University Apartments

University Apartments close on **Monday, May 17, 2021, at 12:00 P.M.** Graduates must check out by **Monday, May 17, 2021, by 12:00 P.M.**

University Apartments Summer School residents must check-out **within 24 hours of their last summer school final** or by **Friday, August 14, 2020, at 4:00 P.M.** (whichever is sooner).

### 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 in which students do not 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 result in key replacement fees. \*\***

## VII. MEDICAL ACCOMMODATIONS

If a student feels they have a medical condition, which warrants a single room or a change in their housing situation, the request is forwarded to the Disability Resource Center (DRC), please email (DRC@albany.edu). The decision to grant such a request is based on the medical necessity of the student's diagnosed condition. For a fair decision to be reached, based on true medical need, the student will need to do the following:

Provide the DRC with a typed letter from the student's treating physician, which includes:

- o The diagnosis
- o Current treatment
- o Length of treatment of the condition by the physician providing the letter
- o The anticipated benefit of housing change, highlighting particular aspects of the current housing which prevents these benefits
- o Specific aspects of the requested housing deemed necessary to avoid medical complications related to the diagnosed condition

## VIII. BOARD (MEAL PLAN) REQUIREMENTS

### A. Traditional Residence Hall

Students living in traditional residence halls (i.e., 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 their chosen meal plans through the tenth business day of the semester via his/her [MyUAlbany](#) account.

### **SUNY POLY students residing in the University Apartments**

- A designated meal plan is automatically assigned to all SUNY POLY students living in University Apartments regardless of status or class year.
- A SUNY POLY student may change his/her automatically assigned meal plan (as allowed per class year) through the tenth business day of the semester via [ualbanyid.com](http://ualbanyid.com). All SUNY POLY freshmen are required to be on at least the automatically assigned plan.
- Meal plan requirements, options and details are available online at <https://www.ualbanydining.com/my-meal-plan>.

## **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.

Resident and retail dining hours of operation may change during University vacations, holidays, or emergency situations. Please check the University Auxiliary Services at Albany (UAS) and UAlbany Dining websites for the most up-to-date information on meal plan activation dates/times and hours of operation: [www.albany.edu/uas](http://www.albany.edu/uas) and [www.ualbanydining.com](http://www.ualbanydining.com).

Meal plan and other campus fund deposits/balances can be made/checked on <http://www.ualbanyid.com/>.

## **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 apply 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 in 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.

### **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 or 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 DRL. Refusal to participate or work towards the successful completion of CAPS-Connect may result in deactivation of a student's UAlbany ID card, conduct referral, administrative move, or removal from residence.

## **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. 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 (e.g., 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.

### **3. Host Responsibility For Guest**

Beginning Fall 2020 until the Department of Residential Life modifies this policy, residents are allowed to host guests within their apartment or Quad suite, but may not host any overnight guests. A guest is any person not assigned to the resident host's bedroom, suite, or apartment. The Department designates Sunday through Thursday from 9:00 P.M. - 7:00 A.M., and Friday through Saturday from 12:00 A.M. - 7:00 A.M. as overnight. Residents may only allow other campus residents to visit their apartment or Quad suite. A campus resident is defined as a current University at Albany student currently assigned to live on campus.

*Students can have guests who are not on-campus residents, but such guests are not permitted to enter a resident's apartment or Quad suite. Instead, non-resident guests can be in the lounge areas (where available), on campus grounds and in the tents, as well as the open areas of the campus center. Guests may not visit during hours designated as overnight and must abide by the adjusted COVID-19 occupancy of the apartments or Quad building lounges while visiting. All guests who are not members of the UAlbany community have to fill out the health screening form on the day of the visit and provide that before coming to campus to the student they are visiting. It is the student's responsibility to only allow individuals to come for a visit who have provided them with the health screening that shows all questions answered in the negative. All guests must follow campus rules regarding wearing a mask that covers nose and mouth and social distancing (as indicated on the health screening form) at all times while on campus.*

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 bear the responsibility for informing the guest of the rules, regulations, and expectations in advance. The University reserves the right to take disciplinary action against the host where violations of University regulations or individual or group rights have occurred, and to require the immediate departure of any guest at any time. Residents are allowed a MAXIMUM of two guests per bedroom – who must be campus residents.

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.

Students who violate the Host Responsibility policies may be judicially referred up to and including Removal from Residence.

#### **4. Overnight Guest / Visitation Policy**

Beginning Fall 2020 until the Department of Residential Life modifies this policy, residents are not allowed to host any overnight guest(s) within their bedroom, apartment, quad suite, or in any common space within a residential building. A guest is any person not assigned to the resident host's bedroom, suite, or apartment. For clarity, the Department designates Sunday through Thursday from 9:00 P.M. - 7:00 A.M., and Friday through Saturday from 12:00 A.M. - 7:00 A.M. as overnight.

Campus residents may visit resident students in their apartment or Quad suite, as well as designated building lounges (where available) during the day. A campus resident is defined as a current University at Albany student currently assigned to live on campus. In the lounges and building common spaces, all must adhere to the adjusted COVID-19 space occupancy or other restrictions within that area.

Students can have guests who are not on-campus residents, but such guests are not permitted to enter a resident's apartment or Quad suite. Instead, non-resident guests can be in the lounge areas (where available), on campus grounds and in the tents, as well as the open areas of the campus center. Guests may not visit during hours designated as overnight and must abide by the adjusted COVID-19 occupancy of the apartments or Quad building lounges while visiting. All guests who are not members of the UAlbany community have to fill out the health screening form on the day of the visit and provide that before coming to campus to the student they are visiting. It is the student's responsibility to only allow individuals to come for a visit who have provided them with the health screening that shows all questions answered in the negative. All guests must follow campus rules regarding wearing a mask that covers nose and mouth and social distancing (as indicated on the health screening form) at all times while on campus.

Students who violate the Overnight Guests/Visitation policies may be judicially referred up to and including Removal from Residence.

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

##### Residence Halls

Formal Quiet Hours are Sunday through Thursday from 9:00 P.M. - 7:00 A.M., and Friday through Saturday from 12:00 A.M. - 7:00 A.M. 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, are therefore 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 to a minimum. Noise must be confined within the parameters of residents' apartments. 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; and tampering with, damaging, or removing fire hoses, extinguishers, exit lights, heat/smoke sensors, extinguisher boxes or alarm covers, or any other fire safety apparatus are 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 irons, panini presses, 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, is 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 that 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 danger 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 approved MicroFridges), 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 toasters, closed element popcorn poppers, thermostatically controlled hot pots and rice cookers, and percolators/coffeemakers.

### 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 dehydrators, 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, have a capacity of 6 cubic feet or less, have electrical requirements and use rated at 110 volts, be 1.75 amperes or below, and be 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 students' refrigerators. Refrigerators should return home with the student or be brought to a certified recycling center for proper disposal. No more than one refrigerator may be plugged into a single outlet at a time.

Microwave: The only microwave allowed in the residence hall rooms is via the current approved vendor for a refrigerator/microwave/freezer combination. 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 (such as stickers, nails, hooks, bottle caps, etc.) to the ceiling 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 DRL. Activities potentially injurious to individuals, facilities or grounds are prohibited in common areas, including lounges and hallways.

### 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 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 DRL.

#### **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 secondhand smoke is a significant health concern, effective January 22, 2020, the University at Albany is 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.

#### **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. Cinderblocks / Bricks**

Cinderblocks or bricks of any composition are prohibited in all University Residence Halls and Apartments.

#### **27. Halogen Lamps**

Halogen lamps/bulbs are prohibited in all University Residence Halls and Apartments for health and safety purposes.

#### **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 bunked. Only University supplied loft configurations are acceptable. Waterbeds are prohibited.

#### **29. Personal Property Disposal**

The DRL is not responsible for the disposal of student personal property including appliances, electronics, furniture, clothing, books, or any other personal effects.

#### **30. Abandoned Personal Property**

Abandoned personal property is defined as any student personal property that is left behind in the residential halls or campus grounds beyond the residential contract dates. The University is not responsible for storing or assuring the protection of personal property at the completion of contract.

The University will make a reasonable good faith effort to reach out to the student should property (excluding trash) be left behind in the residence halls. The student will have 30 days from the date of notice to respond and make arrangements for removal of personal property. If a student fails to respond after 30 days to the abandoned property notice, the University reserves the right to dispose of the abandoned property, and the student may be charged for any costs associated with disposal of the abandoned property.

- B.** For information about the campus policy governing the use of alcohol, the complete statement from the Community Rights & Responsibilities document is available at:  
[https://www.albany.edu/studentconduct/alcohol\\_and\\_drugs.php](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 room and board charges for the semester in which the disciplinary action occurred. Such individuals 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 the 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 twelve 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 and living with underage students must keep alcohol on their side of the room; the alcohol cannot 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 the time of 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 associated 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, DRL 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 and 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 and 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 through 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](mailto:counsel@albany.edu).

The University shall not be liable for damages to student personal property caused by the acts of God, acts of the public enemy, acts of the State acting within either its sovereign or contractual capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, federal immigration restrictions, federal and/or state travel restrictions, or any other unforeseeable causes beyond the control of and without the fault or negligence of the University.

### **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, April 1, 2020**. If the cancellation of the room request is received after **Wednesday April 1, 2020**, but before **Wednesday August 12, 2020**, 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 15, 2021**.

#### **C. Room and 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 or apartment complexes, and/or revocation of their meal plan privileges.

### **XIV. REFUNDS AND BILLING ADJUSTMENTS**

Occupancy of University Residence Halls and 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 **Friday, January 15, 2021**. 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 DRL. Please note that 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 complete 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 Apartments complex 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 complete 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](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, then 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 they 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 DRL, is 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.

### F. COVID-19 Addendum to Refund & Billing Adjustment

Should a student contract or be exposed to COVID-19 and require isolation (10-days) or quarantine (14-days) by the University Health Center or the local health department, the University will advise them to vacate their campus residence hall or apartment and return home. Students who vacate campus housing under these circumstances are not eligible for any proration or adjustments to their room charges. Students temporarily assigned to an isolation or quarantine space of lesser or greater value to their permanent housing assignment, will not receive a reduction nor an increase in their room charge for the duration of this alternate assignment.

## 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, or changes in financial situation, marital status, or 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 their room until their 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, 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 motion.
- 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. Students 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](http://www.albany.edu/housing)**