



Purchase College, State University of New York (the “College”) enters into this Housing License Agreement (“License Agreement”) with student (the “Student” or “You”). This License Agreement is effective as of the date the Student's signed License Agreement and Housing Application Form is received by the College’s Office of Community Engagement. Your signature on the 2022-2023 Student Housing Application signifies your agreement to and acceptance of all of the terms of this License Agreement, including, without limitation, the provisions relating to meal plans.

1. LICENSE.

The purpose of this License Agreement is to establish certain financial and other relationships between the College and the Student relating to the Student’s occupancy. This License pertains to your dormitory use of an assigned space in a room/suite/apartment (the "room") in any Purchase College student housing facility, including any facility that Purchase College may now or hereafter own, lease, or otherwise arrange to make available for student housing. This License Agreement shall constitute only a license and shall not be deemed to constitute a lease or to create or transfer interest or a lien on real estate. The College reserves the right to terminate this License Agreement at its sole discretion. The relationship between the College and the Student shall be subject to the terms and conditions in this License Agreement.

The College reserves the right to alter or amend this License Agreement at any time when deemed appropriate, providing notification to all current Licensees via electronic communication (e-mail; social media; webpages) and posters by the front desks of the College’s student housing facility, where available.

Purchase College shall select and may change at any time, in its sole discretion, the space to which you are assigned and the furnishings, features, and other occupants of the room. If you request a residence hall or type of accommodation that is not available, you will be assigned to and charged the rate for alternative accommodations chosen by Purchase College. Roommate requests based upon race, color, religion, sexual orientation, physical characteristic, or national origin cannot be accepted.

2. ELIGIBILITY.

Residence accommodations are available only to duly registered students of Purchase College regardless of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status or any other bases under federal or state laws. Returning students must be enrolled for 8 or more credits by July 22, 2022 and January 13, 2023 and maintain 12 credits per semester from the beginning to the end of the academic semesters. Graduate students must be enrolled and maintain 9 or more credits per semester. If a student falls below the minimum credit threshold, such student should send a written request to the Office of Community Engagement (OCE) for approval to stay in housing. Undergraduate students may not be in housing for more than 8 semesters. Graduate students may not be in housing for more than four semesters. New transfer students must be enrolled for 12 or more credits by August 1, 2022 for fall housing and January 13, 2023 for spring housing occupancy. New first year students must be enrolled for 12 or more credits by July 22, 2022.

The offer of on campus housing is extended to full-time matriculated students who are eighteen (18) years of age or older, or who will attain the age of eighteen by the college’s move in date. If a resident is under 18 years of age, the parent/guardian must sign additional documentation provided by Purchase College with reference to minors residing in on-campus housing. Note: Although Purchase College does not typically

provide on-campus housing for students who enroll at the age of 17 but will not turn 18 years old until after their first year of studies have ended, such applicants may contact the Director of Residential Services, at ceg@purchase.edu to request special consideration for on-campus housing. Students under the age of 17 at the time they enroll are not considered for on campus housing.

Visiting students may apply for on-campus housing if they are registered for more than 14 credits in a given semester. Visiting students will not be housed on campus until all matriculated students have been placed and will be assigned based on availability.

3. LICENSE PERIOD.

This License Agreement is for the Fall 2022 and Spring 2023 terms unless you graduate after the fall term, are a new spring term check-in, or this License is canceled or terminated as specified below. The term of the License Agreement shall begin on the check-in date set by Purchase College State University of New York Office of Community Engagement (OCE), but no earlier than 8:00 am **August 25, 2022 for new students and August 26th and August 27th, 2022 for returning students** for Fall Term and shall end at 10:00am on **May 10, 2023** for non- graduates and by 9:00 PM on **May 12, 2023** for spring graduates (“License Period”). These dates and times are in effect unless this License is canceled or terminated earlier as specified below. The License Period will not be modified unless approved in writing by the Office of Community Engagement. All residential areas – with the exception of PREP housing (as defined below) – are closed during winter and summer break. Winter Break buildings close at 7:00 pm on December 16, 2022 and will re-open on January 17th at 10 a.m.. Students are expected to vacate these residence halls during these periods. The College reserves the right to utilize residence facilities during periods when the College is not in session.

4. CANCELLATION OF LICENSE.

(A) This License Agreement binds you for the entire License Period unless the Office of Community Engagement: (i) receives your written cancellation request prior to August 15, 2022 for fall semester housing or by December 2, 2022 for spring semester housing. Students will be considered as a no show by if they do not report to on campus housing and/or contact the Office of Community Engagement by September 9, 2022. A no show will incur a penalty fee of \$250.00 in addition to forfeiting the housing deposit. A \$200 cancellation fee will be assessed for students who do not notify the Office of Community Engagement by December 2, 2022 of their intentions to cancel their housing; or (ii) Office of Community Engagement receives and approves, in its sole discretion, your written petition to cancel this License because of a documented personal crisis. (B) If the Office of Community Engagement cancels this License, it will also cancel all room and meal plan charges for the period after the date the cancellation takes effect. In the event that your License is cancelled in accordance with Section 4, your housing deposit payment will not be refunded to you in accordance with the notice of applicable cancellation fees previously provided to you. (C) If you never occupy or you vacate your assigned space without submitting a written cancellation request, or if your cancellation request is not approved by the Office of Community Engagement, this License will not be canceled and you will continue to be responsible for all fees due under this License for the entire License Period. A student who terminates occupancy after check-in, but prior to the end of the first quarter of the fall semester (September 23, 2022) or the end of the first quarter of the spring semester (February 14, 2023) will be liable for 50% of the total semester housing rate. A resident who terminates occupancy after the first quarter of either the fall or spring semester becomes liable for ALL occupancy charges. A resident who terminates occupancy after the first quarter of either the fall or spring semesters forfeits ALL occupancy charges. No refunds will be given to students who are suspended or expelled from the College or are removed by the college from on-campus housing for disciplinary reasons.

5. TERMINATION OF LICENSE.

Purchase College reserves the right at any time, in its sole discretion, to terminate this License, to suspend you from student housing, to postpone or cancel the assignment of any space, or to postpone the commencement of

the License Period (A) if you fail to pay any sum due under this License when due, violate any term of this License, cease to be a Purchase College student, or fail to occupy or improperly vacate the assigned space; (B) if the assigned space is unavailable for dormitory use or unusable due to any damage, construction, renovation, or repair; or (C) for any other reason that Purchase College State University of New York, in its sole discretion, deems to be good cause. If this License is terminated because of your failure to fully perform any of your obligations under this License, you will continue to be responsible for all fees due under or as a consequence of this License for the entire License Period. The College may take possession of the room/apartment 24 hours after the Student has been notified by email that his or her Housing License Agreement has been terminated. The possessions left on the premises by a Student after the deadline shall be deemed abandoned. Any cost incurred in the removal of abandoned property will be billed to the Student(s). No refund will be given to any Student who are is suspended or expelled from the College and/or are removed by the college from on-campus housing for disciplinary reasons.

6. FEES AND PAYMENTS.

(A) The Student understands and agrees that this License Agreement is for space in the College's housing facilities and not for a specific room or building. In consideration of the assignment of the room, the Student agrees to pay the College the appropriate charge for that type of room. Due to the nature of residential buildings, the Student acknowledges that there may be variations on overall size and shape between like units occupying the same number of students. No additional charge or credit will be assessed onto to the Student's account to accommodate for these variations. (B) A \$250 housing deposit payment must be paid upon application. Housing deposits are nonrefundable after May 1st, 2022, unless you cannot be housed on campus due to waitlist or over occupancy. (C) All other charges due under or as a consequence of this License (including, without limited to, all applicable meal plan charges) must be received by the due dates specified in the bills issued by the College. If such payments are not timely made Purchase College may terminate this License, withhold registration and academic records, and hold you responsible for all costs, including collection agency and legal fees, incurred by Purchase College in collecting past due payments owed hereunder. Failure by the Student to pay for all charges does not constitute the cancellation of this License Agreement by the Student. (D) Students will be held responsible for damages caused to common areas (i.e. hallways, laundry rooms, restrooms, stairwells, elevators, outdoor areas etc.). (E) Students will be charged for damages to occupied rooms as indicated on the Room Property Report upon check-in.

7. MEAL PLANS.

(A) All residents assigned to traditional style residence halls (Big Haus, Farside, Crossroads, Campus Center North, Wayback, Fort Awesome and Outback) are required to have a residential meal plan of their choice; (B) Meal plans can be canceled or changed, by visiting MyHeliotrope by September 2, 2022 for the Fall Semester and January 27, 2022 for the Spring Semester. After the halls open changes must be done through the More Card/Parking Office. If you have a non-mandatory meal plan you may cancel it by the same process, same dates for changing your plan. If you relocate from a traditional hall to an apartment after the change period you may move to an apartment plan but you may not cancel your meal plan. Also, if you move into a traditional style residence hall after the change period you must take a residential meal plan. (F) No refunds will be made if you miss meals, fail to obtain a valid ID card, or do not use your meal plan. (G) Students who have opted for traditional residence hall housing who have not selected a required meal plan by the middle of June will be auto-assigned the 19 Plus residential meal plan, or applicable for that housing type.

8. OCCUPANCY AND USE.

(A) You alone must occupy your assigned space during the License Period and may not move to another room without prior written approval from the Office of Community Engagement. (B) Any vacant space in the room may be filled by the Office of Community Engagement without prior notice to you. You shall not interfere with any new occupant's use or enjoyment of the space or room. Residents should not occupy both sides of a room when there is a vacancy (i.e. double occupancy). (C) You may not transfer or assign any rights you have under this License to any other person; any attempt to do so shall be null and void. (D) You shall use the room

exclusively for residential and educational purposes in accordance with this License Agreement and shall not permit any other person to use the room for any purpose without the Office of Community Engagement's prior written approval. The student rooms shall not be used for any commercial purpose. Residents cannot sublet their residence hall/apartment for any reason (i.e. collect rent, use as Air B&B, etc.) (E) Your housing assignment will be forfeited if you do not occupy your assignment by the end of the semester's Add/Drop period as designated on the College's academic calendar. (F) No animals, other than service animals as defined by the American with Disabilities Act (ADA) or fish in a tank smaller than 10 gallons, are permitted in the residential areas unless approved by the Office of Disability Resources and the Office of Community Engagement.

The College reserves all rights in connection with the assignment, re-assignment, or over assignment of any room, or the termination of its occupancy. The College also reserves the right, in its sole discretion, to reassign a resident to another room, apartment, or leased off-campus site in order to perform renovations, repairs, or to address health and safety issues, and/or when the College deems it to be in the best interest of the resident or the College. If a residence hall under construction or renovation at the time this contract is entered into is not available for occupancy, the College will give a minimum of 48 hours' notice prior to reassignment. In the event of an emergency, a resident may be moved without prior notice. Reassignment of students by the College to a leased off campus site or triple occupancy rooms due to a residence hall under construction/renovation/facility emergency that is not available for occupancy shall not permit students to cancel their License Agreement or require the College to otherwise terminate it.

The Office of Disability Resources (ODR) collaborates with the [Office of Community Engagement \(link\)](#) to coordinate accessible campus housing for students with disabilities that impact one's living situation. Students must follow the ODR's [Accessible Campus Housing Guidelines \(link\)](#) to submit their accessible campus housing request. The student making the request for an accessible housing accommodation should complete the request as soon as practicably possible before moving into College housing. However, if the request for accommodation is made fewer than 90 days before the individual intends to move into College housing, Purchase College cannot guarantee that it will be able to meet the individual's accommodation needs during the first semester or term of occupancy. If the need for accessible campus housing arises when an individual already resides in College housing, they should contact ODR and complete the steps to request a housing accommodation as soon as practicably possible. Purchase College cannot guarantee that it will be able to meet the accommodation needs during the semester or term in which the request is received. If approved, the recommendation for a housing accommodation will then be forwarded to the appropriate personnel in the Office of Community Engagement.

Students who seek to live in Purchase College residential facilities and require the services of Personal Care Attendant(s) (PCAs) must follow the ODR's Accessible Housing request process and [Policy on Personal Attendants for Students with Disabilities \(link\)](#).

9. REGULATIONS AND POLICIES.

All materials contained in this License Agreement are an integral and binding part of this License Agreement. It is your responsibility to become familiar with all provisions of this License Agreement and the College's related policies. By signing this License Agreement, you agree to review and abide by all policies and regulations of Purchase College and OCE that are or shall become effective during the License Period. These policies and regulations are included in the Purchase College Student Handbook, and other publications distributed by the [Office of Community Standards \(link\)](#) and Community Engagement and are hereby incorporated in this License Agreement by this reference and are binding on all parties to this License Agreement. If you violate any such policy or regulation, you may be subject to disciplinary action and/or termination of this License without refund by Purchase College, in its sole discretion. All meal plans are subject to Purchase College Dining Services policies, procedures, and service schedules; violators may be subject to disciplinary action and/or termination of their meal plan without refund.

Students that are on both academic and disciplinary probation will not be eligible for housing but will be able to participate in the room selection process and select a room. At the end of each semester, academic and

disciplinary probation will be checked. Any student who on both academic and disciplinary probation will be notified that their room has been cancelled and that they are not eligible for on-campus housing for the upcoming semester. Once a student is removed from either academic or disciplinary probation, they will be eligible to be placed on a waiting list for on-campus housing. The student must contact the Office of Community Engagement in order to be placed on the waiting list once they again become eligible for housing. Students that have been convicted of a felony will be required to disclose this information during the housing application process. If a student is found to have a prior felony, they will be contacted by the College review committee to discuss the next steps in obtaining on-campus housing.

10. ACCESS.

Purchase College reserves the right, at any time and for any reason, in its sole discretion, to enter a residence hall/apartment room without prior notice to you in cases of emergency; personal injury; to make repairs or assess casualty damage; to inspect for compliance with health, fire, or building codes or with Purchase College policies or regulations; or because of any situation that Purchase College, in its sole discretion, deems to be a danger to health, safety, or property.

11. CONDITION OF PREMISES.

(A) You shall maintain the room in a clean, safe, and undamaged condition at all times. You and any other persons assigned to the room shall be jointly responsible for cleaning and maintaining any kitchens, bathrooms, or other common areas. Disciplinary action may result health and safety violations. It is the responsibility of the Student to comply with all health and safety regulations. Health and safety inspections aren't intended to be a substitute for such responsibility. (B) You shall not alter the room or any furnishings therein in any way without OCE prior written consent. (C) When you vacate your assigned space, you shall remove all your personal property and leave the room and any furnishings clean and in the same condition they were in when you commenced occupancy, ordinary wear and tear excepted. You agree that Purchase College may promptly dispose of any personal property left in the room after the end of the License Period. Purchase College will assess cleaning, repair, and disposal charges equally among all those assigned to the room, unless individual responsibility is established before departure. (D) Charges for damage to any common areas or furnishings in a housing facility may be assessed, in Purchase College's sole discretion, against any or all of those assigned to the floor or the entire facility. (E) Upon checking-in you accept the condition of your room assignment by signing the Room Property Report (RPR) and understand that any damages or missing furniture will be billed to you upon checking-out.

12. PERSONAL PROPERTY.

The College has no responsibility for any theft, damage, destruction, loss, etc., of any personal property, including but not limited to money, valuables, equipment or any personal property belonging to or in the custody of the Student, whether caused by intentional or negligent act or failure to act or natural causes, fire or other casualty. The College is not liable for the failure or interruption of utilities or from conditions resulting from failure or interruption of the same. Residential student's personal belongings are covered by renters insurance, which is included in your housing fee. Such Coverage begins on August 12, 2022 and ends on August 18, 2023. Each student has a personal property limit of \$4,000 with a \$50.00 deductible per incident. There is no additional cost to you as the annual premium cost resident is included in your housing fee. Residents can increase their personal liability limit by contacting the broker assigned to the renter's insurance policy. In the event of a loss, if the amount paid by the insurance company is less than the anticipated reimbursement the College will not cover the difference.

13. PROCEDURES FOR VACATING HOUSING.

You shall vacate your assigned space, and officially check out and return all keys, by the end of the License Period or immediately upon earlier cancellation or termination of this License. If you do not officially check out, return your keys, and vacate the space upon expiration or termination of the License, Purchase College reserves the right to change the locks for the room, and not to allow you to enter the room or the facility in which it is located. You shall also be responsible for all costs and direct or indirect damages suffered by

Purchase College in connection with your failure to check out and vacate by that date, including, without being limited to, the cost of accommodations for each person who would otherwise have occupied the assigned space and all legal and other expenses incurred by Purchase College in connection with removing you from the assigned space.

14. MISCELLANEOUS.

(A) This License is the sole agreement between you and Purchase College regarding the assigned space, and may not be changed except by an instrument in writing signed by OCE and you. No oral statement made by any agent of the Office of Community Standards shall be considered a waiver or modification of any terms or conditions. (B) If any provision of this License shall be found to be invalid, the remaining provisions hereof shall continue in full force and effect. (C) In no event shall Purchase College be liable to you for any damages in excess of the sum paid by you under this License. (D) This License shall be governed by and construed in accordance with the laws of the State of New York. In the event litigation is commenced to enforce the terms hereof, such dispute shall be heard in a court of competent jurisdiction, in the County of Westchester. (E) Time shall be of the essence in the performance of each of your obligations under this License.

15. FIRE SAFETY INFORMATION

New York State Education Law requires notification of fire safety standards and measures in all college-owned or college operated housing. To facilitate compliance the following information is provided:

- Big Haus, Crossroads, Farside, Campus Center North and the Olde, are not sprinklered.
- Wayback, Outback, Fort Awesome, The Commons, and Alumni Village are fully outfitted with sprinklers.
- The fire alarm system in our buildings have state of the art voice capable addressable fire alarm systems. This allows college emergency personnel to respond quickly to the area in question and also allows for authorities to broadcast emergency messages over the fire alarmsystem from each building. Each residence hall has been outfitted with fire extinguishers in public hallways and in each kitchen area. The apartment communities are outfitted with fireextinguishers in each kitchen area. University Police and Office of Community Engagementstaff are on duty twenty-four hours a day a seven days a week to respond to any fire related emergency.
- Additional fire safety information may also be found in the annual [Clery-Fire Report](#).
- Residence should review the [Building Evacuation procedures](#).
- Fire safety inspections will be conducted at random throughout the academic year. Items that are found to violate fire safety regulations (candles, extension cords, etc) will be confiscated by the College. These items may not be returned, at the discretion of The Office of Community Engagement staff.

All students who live in an assigned apartment will be required to participate in a fire safety training of how to use a fire extinguisher before moving in. Residents who fail to meet this requirement will be relocated to another area of campus.

16. ADDENDUMS FOR SPECIALTY HOUSING OPTIONS

PREP Housing (Purchase Residence Extension Program) is the housing option that provides housing during academic year breaks when the college residential facilities are closed. PREP housing is offered from the beginning of the license term until the end of the license term. It begins on August 26, 2022 and ends on May 10, 2023 for continuing students and May 13, 2023 for May graduates. The Office of Community Engagement reserves the right to remove a resident at any time if the student's behavior is determined to be detrimental to the community. Students living in PREP Housing agree to be bounded by the following additional terms andconditions:

- a. All beds will be assigned to students interested in PREP first. Remaining vacancies are assigned at the discretion of the Office of Community Engagement.
- b. Students reassigned to traditional on-campus housing lose their ability to live on campus during certain academic breaks.
- c. All vacancies are filled from the PREP Housing wait lists. Residents do not have the ability to "pull in" roommates unless the list is exhausted.
- d. PREP Students in the residence halls will be assigned to Wayback. All other PREP students may be assigned to any apartment community space.

e- All spaces must be vacated at the end of the housing agreement license period contract date.

2. Students living with a resident assistant (RA) realize that they are in a unique situation. A paraprofessional's job is a 24 hour 7 day a week position, and it is imperative that he/she has a comfortable living environment. It is also important that you are well informed of all College policies and Community Standards of Conduct. Living with a RA entails that you also serve as a role model for the rest of the community. Students living with paraprofessional staff agree to the conditions and policies of the Community Engagement License Agreement as well as the Agreement outlined below.

- a. The living environment must abide to all College policies and Community Standards of Conduct outlined in the Student Handbook.
- b. Community Engagement reserves the right to assess the needs of the living environment and make any changes deemed necessary. Any such action will be taken by the Residence Coordinator of the area and his/her supervisor.
- c. Understand that if the student or guest violates these conditions, the student will be moved from the room and may face disciplinary action.

17. This License Agreement is contingent upon the College's Fall 2022 semester plan and its ability to offer on-campus housing for the 2022-2023 academic year. Due to complications surrounding the pandemic and the College's response thereto, it is possible that campus housing may be limited or not otherwise available prior to the start of the fall 2022 semester. Should on-campus housing be available for the academic year, this License Agreement and all stated policies and regulations within will apply. The dates and/or other terms contained herein may change as described herein. The College will provide reasonable notice under the circumstances to all on-campus residents of these changes prior to the noted move in dates.

18. The Student submitting a License Agreement or application electronically shall be held responsible to all terms and conditions of this License Agreement once submitted. The authentication procedures for the College's web portal or web application serve as an electronic signature for the Student. Submitting application information electronically and then being offered a housing assignment by the College enters the student into a legally binding contract with the College and financially obligates the Student to pay for the full term of the License Agreement unless as otherwise described herein. Electronic submission of the application information does not guarantee confirmation of a housing assignment.

