



## SUNY Geneseo Residential License

### Definitions

1. Residence Life professional staff member refers to any or all of these Residence Life staff members: Area Coordinator (AC), Residence Director Intern (RDI), and Townhouse Director Intern (TDI).
2. Expanded Occupancy is a term used to describe a temporary circumstance when three residents are assigned to a standard double (two-person) room. This type of residential space is also commonly referred to as "Triple".
3. First-time college students are those who are attending a college for the first time.
4. First-year college students are those who are in their first year of college.
5. Full-time college students are registered for 12 or more credit hours.
6. Rent refers to the cost of housing or room fees.
7. Residence means building, room, suite, apartment, and/or common area depending on context. This term is used interchangeably with residence hall and residential community.
8. Residency refers to time residing in on-campus housing at SUNY Geneseo. All students are required to live on campus for two academic years (four semesters).
9. Resident is a student who resides in an on-campus residence. Student and resident may be used interchangeably.
10. Residential space or Residence Hall space refers to a room in a residence hall.
11. When referred to as "The College", regard this term as SUNY Geneseo.
12. Superior Single refers to a room that is designed to be a double (two person) room being occupied by one resident for an increased fee. A superior single is not a guaranteed option, nor is it an automatic result of another resident moving out of their assigned space.

### I. Residence Life Core Purpose and Focus

<https://www.geneseo.edu/residence-life/student-life-core-purpose-and-focus>

- A. The SUNY Geneseo Department of Residence Life, in partnership with our residents, promotes an inclusive living and learning environment that fosters wellbeing and encourages engagement for all students who live on campus. Residence Life administers selected co-curricular educational and assessment initiatives within the residential experience. Opportunities for student engagement and learning within the department include the living-learning communities and residential college houses, as well as student leadership and applied learning opportunities. Our trained Residence Life team members pursue ways to collaborate with Geneseo faculty and staff to support our residents as they pursue their individual educational and personal goals. By providing challenges to better themselves, demonstrating an ethic of individual care, and building a strong, vibrant campus community, we hope to make a long-lasting positive impact on the lives of our students.
- B. It is understood that by signing the License Terms and Conditions you agree to abide by the regulations and policies set forth in these terms and conditions and to meet all financial responsibilities relating to room and meal plan charges.

## II. General Terms and Conditions

- A. Student residents must be registered full time in a SUNY Geneseo (the “College”)-affiliated educational program to be eligible for campus housing. Exceptions may be made for students who are enrolled part time and request an exception to live on campus with the Director of Residence Life. Residence Life may assign other occupants to any vacancies that may exist after all student requests have been satisfied. Residence hall occupancy is for the entire academic year; residence halls must be vacated at the end of spring semester. Room rental charges are billed on a semester basis. Residents who remain enrolled and vacate the halls prior to the expiration of the license without approval, remain liable for room and board charges which accrue against their account.
- B. Incoming first-year students whose permanent address is more than 35 miles from campus are required to live on campus for two years unless exemption criteria are met (see Release from Housing). Therefore, if the student returns to the College for their second year, this license will remain in effect covering the 2022-2023 and 2023-2024 academic years.
- C. This license creates a license allowing the resident to occupy campus housing. It is not a lease. The relationship between the College and the resident is that of a licensor-licensee and not that of landlord-tenant. The written terms and conditions of the license supersede all previous licenses, as well as any oral statements or telephone conversations related to this license. Executing the Residential License constitutes acceptance of its terms and conditions.
- D. All residents must have a health history, physical examination, and complete immunization record on file at the Student Health Center.
- E. Full payment or deferment for room and meal plan fees must be received by the College deadlines. Resident students are responsible for the financial obligation of living on campus and any balance not covered by financial aid. Note: A hold may be placed on the records of any student who has an outstanding financial obligation to the College.
- F. To receive first preference for on-campus housing, requests must be received by applicable due dates.
- G. Residents agree to read and abide by all College rules and regulations, policies and procedures, including but not limited to the SUNY Geneseo College Student Handbook and the Student Code of Conduct.
- H. Residency Requirement
  - 1. All full-time, first-time college students are required to reside on campus during their first four consecutive semesters of study at SUNY Geneseo.
    - a) Students admitted to SUNY Geneseo during the spring semester, are required to reside on campus for three consecutive semesters.
  - 2. College credits earned prior to enrollment at SUNY Geneseo are not considered college attendance, nor is enrollment in a college summer session between high school and enrollment at SUNY Geneseo.
  - 3. Students transferring with fewer than 30 credit hours from another college, exclusive of AP credits or credits obtained by testing are required to live on campus.
- I. Housing Contracts
  - 1. Housing contracts are for the entire academic year (fall and spring semesters).
    - a) Contracts begun in August are effective until May.

- b) Contracts begun in January are effective until May.

### III. Eligibility

- A. SUNY Geneseo provides on-campus housing to every full-time, matriculated undergraduate who requests it, providing they meet their financial obligations to the College and remain in compliance with College and residential policies, guidelines, standards, and the instructions of staff members.
- B. Any student who is not full-time who wishes to live on campus must submit an appeal via email to the Director of Residence Life prior to the start of the semester in which they drop below full-time.

### IV. Occupancy Guidelines and Financial Obligations

Terms of occupancy are subject to change should future government directives so require. Residence Life reserves the right to relocate students to alternative housing as necessary to comply with public health directives or emergencies. Residence Life also reserves the right to administratively reassign residents as a result of conduct violations and applicable sanctions or consolidation purposes. Relocation does not constitute a termination of the Residential License Housing Agreement.

#### A. Deposits and Reservation of Residence Hall Space

- 1. New Students
  - a) In order for new students to reserve a residential space, a \$25.00 housing deposit must be submitted by May 1.
    - i. This deposit is included in the initial \$175.00 deposit made with Admissions.
  - b) The SUNY Geneseo Residential License Agreement must be completed online by July 1.
  - c) Residence Hall and room preference are tied to the date of deposit and submission of the Residential License Agreement.
    - i. Deposits received before May 1 are considered "on time".
    - ii. Double rooms are not always available. If necessary, students may be placed in an expanded occupancy room.
    - iii. Superior Single rooms are not guaranteed.
  - d) All full-time students are guaranteed on-campus housing for all years of enrollment.
- 2. Returning Students
  - a) In order for returning students to reserve a residential space for the next academic year, an application must be submitted using Symplicity housing software during the specified dates.
  - b) The SUNY Geneseo Residential License Agreement must be completed online by the close of business on the third Friday in April.
  - c) Residents must participate in the housing selection process.
  - d) All full-time students are guaranteed on-campus housing for all years of enrollment

3. All Students

- a) Once a student moves into on-campus housing, occupies their assigned residence hall space, they are obligated to pay their housing fee (also called room fee, charge, rate, cost, rent, etc.).
  - i. Once a residential space is occupied, 50% of the semester room charge is non-refundable.
- b) Refunds are not issued after mid-semester date (per the SUNY Geneseo academic calendar).

B. Housing Assignments

- 1. Requests for hall or room assignments/reassignments based on race, religion, sexual orientation, or ethnic background will not be honored.
- 2. Room assignments and changes are prerogatives of the College and are processed by written authorization from the Director of Residence Life or designee.
- 3. The College reserves all rights with respect to the assignment and reassignment of room accommodations, and may, at its sole discretion, terminate such assignment. This includes the right to change the intended occupancy of an on-campus housing facility at any time to ensure the maximum utilization of the facility; to relocate residents within the on-campus housing system at its discretion for programmatic, financial, or disciplinary reasons; and/or reassign residents when the intended building or room occupancy is 50% or less.
  - a) In the instance of an on-campus housing reassignment, the resident(s) remaining in the residence agree(s) to accept and accommodate the new occupant(s). It is expected that a newly assigned student will be welcomed in a positive way
- 4. Residents may not change rooms without prior authorization from a Residence Life professional staff member.
- 5. Residents may be administratively removed from residence if they demonstrate an inability to abide by College policies necessary for effectively functioning in a group living environment.
- 6. Housing assignments for all first time students are delivered to the student's Geneseo email in early August.

C. Occupancy

Terms of occupancy are subject to change should future government directives so require. Residence Life reserves the right to relocate students to alternative housing as necessary to comply with public health directives or other public health emergencies. Residence Life also reserves the right to administratively reassign residents as a result of conduct violations and applicable sanctions or consolidation purposes. Relocation does not constitute a termination of the Residential License Housing Agreement.

- 1. Initial occupancy is required by the College's first day of classes each semester.
- 2. Rooms not claimed by this date may be reassigned unless written permission for late arrival has been given by the Director of Residence Life or designee.
- 3. A resident who has not notified the College of late arrival may be reassigned to any available space.
- 4. Residents participating in academic programs that require them to be away from the campus during a portion of the academic year may apply for a mid-year release from their Residential License Agreement.

5. A resident who is released from housing and remains enrolled in the College will be charged a \$150.00 administrative fee.
6. Residents have access to their assigned rooms during regular academic sessions from the designated move-in date in August to the designated move-out date in May.
  - a) College breaks are not considered regular academic sessions.
  - b) Break housing may be available for a daily or weekly fee based on the room rate with special permission.
7. Residence Hall Closing
  - a) Thanksgiving and Spring Breaks: All Residence Halls close at 10:00 a.m. on the morning following the last class day before vacation periods and open at 10:00 a.m. on the day preceding resumption of classes.
  - b) Winter Break: Residence Halls reopen on the Saturday preceding the beginning of spring semester classes following Winter Break.
  - c) Saratoga Townhouses remain open throughout the duration of the academic year and do not close during college breaks.
8. At the end of each semester, residents are required to leave their residence hall space within twenty-four hours following the completion of their classes or examinations, or by hall closing, whichever comes first.
9. The Director of Residence Life or designee will grant special permission to international students and student athletes needing accommodations during vacation breaks as requested by the Department of International Student and Scholar Services or the Department of Intercollegiate Athletics and Recreation respectively.
10. Residents leaving the college mid-year must remove all of their belongings at the end of the fall semester unless special permission is given by the Director of Residence Life or designee.
11. All items left behind after the residence halls closed will be considered abandoned and subsequently disposed of.

**D. Subletting**

1. Residents shall not assign or sublet this license to any part or all 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 (list not exhaustive). Assigning or subletting will result in discipline and/or license revocation without compensation.

**E. Release from Housing**

1. Permission to terminate this license is requested by submitting a Request for Release from Housing form located on our website. This request, if granted, is typically obtained at such time when the documented reason for the request is graduation, withdrawal from college, study abroad, or a similar situation. The Director of Residence Life designee may at their discretion approve or deny a properly completed Request for Release. An administrative fee, plus any related housing charges, may be assessed to any student requesting and receiving approval for termination for reasons other than graduation, transfer, withdrawal, or study abroad program. A resident's failure to obtain approval in advance of moving out may result in the request being denied, and a full room charge liability will be

incurred. Requests other than graduation, withdraw, study abroad, or transfer are not normally approved.

2. Residents may be released from their housing agreement after the fall semester only under the one or more following conditions:
  - a) not enrolled in spring courses (e.g., graduation, leave of absence, withdrawal);
  - b) study abroad;
  - c) off-campus internship;
  - d) a medical condition that cannot be accommodated in campus housing;
  - e) commuting from home;
  - f) or notable change or significant financial hardship.
3. All requests for release must include documentation.
  - a) Documentation of financial hardships must demonstrate a significant change in financial circumstances since the original request for housing was submitted.

F. Vacancies (room changes and consolidations)

1. The College reserves the right to administratively assign residents to fill vacancies and make changes in room assignments for reasons of:
  - a) Health, safety, security, conduct, non-occupancy, or failure to remain actively enrolled without financial compensation to the student.
2. Residents living in a residence hall room where a vacancy exists, may be given the opportunity to name a current resident to move in with them. Consideration is given to resident initiated requests for room changes through an established waitlist process.
  - a) Priority is given to residents housed in a temporary expanded occupancy room.
3. All room changes must be approved by the Assistant Director of Residence Life for Housing Operations or their designee.
  - a) Residence Life's ability to accommodate room changes is limited.
4. The College reserves the right to move residents residing in rooms which are occupied by fewer than the designed capacity to another standard room.
  - a) Effort will be made to move residents to a space in the same residence hall.
  - b) Resident requests may not be accommodated.
5. When vacancies occur, Residence Life may consolidate those vacancies. Consolidation of occupants may be employed. Residents living in a room where a vacancy exists may be subject to one of the following options, depending on the needs of Residence Life:
  - a) Consolidate with another resident who resides where a vacancy exists.
  - b) Where consolidation is not deemed feasible by Residence Life staff, students may remain in the room with the understanding that a roommate/suite-mate/townhouse-mate may be assigned at any time.

## G. Room Rates

<https://www.geneseo.edu/residence-life/residence-hall-room-rates>

1. Move-In
  - a) Move-in will take place on a staggered basis between. Students will be assigned a date/time for move-in and must move in during their assigned time. New students will move-in on August 24. Returning students will be assigned to move-in on August 27.
2. Housing Deposit Refunds
  - a) Current residents do not pay a housing deposit.
  - b) Incoming students not bound by the residency requirement will be guaranteed a full refund if request is submitted within 30 days of deposit date or by August 1, whichever comes first.
  - c) Current residents: Prior to occupancy, residents who cancel their room reservations after July 15 and remain enrolled with the College will be charged a \$150.00 administrative fee.
  - d) New spring residents: Prior to occupancy, new spring residential students (not bound by the residency requirement) who cancel their room reservations after December 15 and remain enrolled in the College will be charged a \$150.00 administrative fee.
    - i. Residents who are not released will be responsible for the full semester room charge.
    - ii. All appeals must be submitted to the Director of Residence Life
3. Room Charges (semesterly)
  - a) Once a residential space is occupied, 50% of the semester rent is non-refundable.
  - b) Refunds are not issued after mid-semester date (per the SUNY Geneseo academic calendar).
  - c) Exceptions:
    - i. The deposit and unused portion of paid rental fees may be refunded to a resident who withdraws upon being called to active military duty, at the discretion of the Director of Residence Life.
    - ii. A resident who withdraws due to circumstances beyond their control.
    - iii. Room rate charges are not affected by brief lapses in provided services.
4. Adjustments
  - a) Residents assigned to expanded occupancy (tripled) rooms, safe rooms, or other temporary rooms, should be aware that they will be expected to move when vacancies occur.
    - i. Room rental rates will be adjusted to the standard rate.
  - b) Residents offered the opportunity to move into a standard space from an expanded occupancy room, may choose not to move, but will be charged for a standard space as per the billing dates listed in this license.
  - c) The date of notification of available space will be considered the date of occupancy change.

- d) The College cannot guarantee double occupancy, including cases where a roommate fails to take occupancy of the room.
- e) Whenever rooms are occupied by fewer persons than the designed capacity, such occupancy being at the request of the occupants and NOT resulting from room assignment by the College over which the resident has no control, the occupants shall pay the applicable room rate listed on the schedule of rates.

5. Accommodations for Students with Disabilities or Medical-Related Conditions  
<https://www.geneseo.edu/accessibility-office>

- a) All requests for accommodations must be made by the resident to the Office of Accessibility Services.
- b) Residence Life works with the Office of Accessibility Services to ensure that residents with documented physical or psychological disabilities are reasonably accommodated in accordance with federal law.

#### H. Campus Meal Plan

1. All students living on campus are required by SUNY Geneseo to purchase a meal plan.
2. SUNY Geneseo requires all students living on campus to purchase a meal plan. Students may choose from any of the following meal plans. Price listed is per semester. <https://www.geneseo.edu/cas/meal-plans>
3. Residents granted permission to remain in campus housing during College breaks may be required to purchase a break meal plan. Fees will be provided when the break stay request application is available.
4. All prices, terms, and conditions for the meal plans are subject to change.

#### I. Break Housing

1. The College offers break housing for all residents who are in need of housing during break periods. Residents who request approval to remain on campus for any period of time during one of the college breaks are required to complete an application requesting authorization to stay.
2. The right to reside on campus while classes are not in session is a privilege. Residents with a history of student conduct violations may not receive break housing accommodations.
3. Student Code of Conduct or Residence Life policy violations committed during a break may lead to loss of the privilege to reside in campus housing for future breaks. Depending on the severity, residents who violate the Student Code of Conduct or a Residence Life policy may lose the privilege to reside on campus during the break in which the incident occurs. All violations to the student code of conduct will be referred to the office of the Dean of Students.
4. Residents who remain in campus housing between semesters may be required to purchase a break meal plan. Fees will be provided when the break stay request application is available. All prices, terms, and conditions for the meal plans are subject to change.
5. Break housing fees may be charged at the daily or weekly room rate. All prices, terms, and conditions for the meal plans are subject to change.

J. Summer Housing

[https://www.geneseo.edu/campus\\_living/summer-session-housing](https://www.geneseo.edu/campus_living/summer-session-housing)

1. The Residential License is also in effect for all summer sessions if a student is residing in the residence halls.
2. Residents who have paid for summer housing will be allowed to stay in their residence hall through commencement weekend. Residents will be asked to move to the assigned summer housing the day following commencement.
  - a) Check-in for each session begins at 12:00 p.m. on the Sunday before the start of the first class.
  - b) Check-out for each session is by 10:00 a.m. on the Saturday following the last class for that particular session.

K. Check-In

1. For verification, each resident must produce their SUNY Geneseo ID Card prior to being given access to their assigned room.
2. Room Condition Report (RCR)
  - a) Each resident of the College must complete and submit an assessment and verification of their assigned residential space within their first week of occupancy.
  - b) Incomplete RCRs or the failure to submit an RCR will result in the assumption of responsibility for any damage(s) evident to or loss of college issued property, furniture, or items to the resident of that assigned residence.
  - c) RCRs are the basis for assessment of any damage and/or loss attributable to the resident at the termination of occupancy.

L. Early Arrivals

1. Residents may not occupy or deliver items to their rooms, suites, or apartments prior to the official opening date unless an early arrival application request has been submitted and approved by the Department of Residence Life.
2. Residents approved for early arrival will be charged a daily room fee from the date they arrive and check-in until the date the residence halls officially open for the semester.

M. Late Arrivals

1. Residents arriving beyond the scheduled hours for check-in should contact their respective Residence Life Professional to communicate their arrival time. This is to ensure that residents make a connection with the staff of their assigned residence hall, receive their room key, and pick up any applicable information.
2. Residents who do not arrive by the first day of the academic semester without notice to the Department of Residence Life, will lose access to their residence hall room and may be reassigned to a new space.

N. Check-Out

1. Residents must vacate their residence hall within 24 hours following their last examination or by the date and time stipulated in the official academic calendar, whichever comes first. The College reserves the right to remove the belongings of residents or charge for occupancy beyond this time.

- a) Residence Life will not store, hold, or bag & tag items left behind. They will be discarded regardless of value within 24 hours of the official Residence Life closing date.
2. Residents who do not properly vacate their residence will incur daily housing charges until they depart and will be assessed a \$50.00 improper check-out charge.
3. Failure to return keys upon check-out will result in charges assessed for lock and/or key replacement. Late key returns will not be accepted.
4. Residents must remove and discard all refuse and personal items leaving the entire room, suite, or apartment in the same condition it was in upon their arrival at check-in. Failure to comply will result in charges.
5. Residents may identify and accept responsibility for any changes in the condition of their room based on the RCR prior to check-out.
6. Room damages will result in charges.

O. All-Gender Housing

1. All-Gender Housing seeks to provide an environment that is welcoming to all gender identities and is not limited to the traditional gender binary (male and female). We recognize that same-sex room assignments are not ideal or appropriate for all residents. Residents who live in these areas will be permitted to have roommates and suitemates regardless of gender identity and/or expression. Residence Life offers a limited number of gender inclusive housing options.
2. All-Gender Housing space refers to a residence hall room or suite. “Space” is not referring to the Residence Hall building.

## V. Use, Care, and Responsibilities

### A. Cleaning

1. Residents are responsible for removing trash and recyclable items regularly.
2. Residents are responsible for maintaining satisfactory health and life safety standards and cleaning their own rooms, suites and all common areas (i.e. kitchens, bathrooms, and living rooms) within residential spaces, including all furniture, fixtures, and appliances not routinely cleaned by custodial staff.
3. Syringes and other sharp objects must be placed in a rigid container for disposal. These items should never be placed in a plastic trash bag, which could result in the object penetrating the container, resulting in the possibility of a puncture wound to another individual. Personal use syringes (e.g., insulin, medication, etc.) should be placed in a sharps disposal container. Containers are available at the Lauderdale Health Center and in each residence hall.
4. Campus custodial staff may enter suites or apartments to clean bathrooms and rooms when needed.

### B. Damage

1. Each resident is responsible for indicating the condition of room and common area upon moving in and will be billed for damage to College property.
2. All residents assigned to a particular residence hall room or suite will be charged for damages when individual responsibility cannot be determined and any assigned resident within the room or suite could have been reasonably responsible for or expected to prevent the damage or report its cause.

3. Residents are responsible for reporting needed repairs immediately to a residence hall staff member. Self-repair is not permitted.
4. To view costs for damages, please visit: [go.genesee.edu/damagecosts](http://go.genesee.edu/damagecosts)

**C. Reporting Repairs**

1. For urgent repairs, residents must contact their Resident Assistant immediately.
2. Residents can report repairs by submitting a work order at [go.genesee.edu/workorder](http://go.genesee.edu/workorder).
  - a) Residents must submit a work order form to have college property within a suite, bedroom, or general area within a residence hall fixed or repaired.
  - b) The following information must be included in each work order: name, SUNY Geneseo email address, and a phone number.
  - c) Work orders will be sent directly to the Residence Life Professional responsible for that particular building.
  - d) Work orders are reviewed and repairs are completed by Facilities Services staff.
3. Work order submission to completion of request is generally 24 to 48 hours. Repairs not completed within 5 business days must be reported to Residence Life professional staff.

**D. Decorations**

1. Residents may decorate their room, suite or apartment, with the understanding that any damages to the room, suite or apartment will be assessed to the resident or residents responsible.
2. Wall decorations cannot cover more than 20% of the available area.
3. Tapestries and curtains are not permissible

**E. Furniture and Equipment**

1. Each resident is provided with a bed, desk, chair, closet space, and dresser.
2. Furniture provided by the College may not be removed from rooms, suites, townhouses, or common areas.
3. Furniture or equipment may not be disassembled.
  - a) Residents are permitted to raise and bunk beds.
4. Charges for moving common area or assigned furniture back to its proper location and for the loss or damage of such furniture are assessed against those responsible.

**F. Guest Policy**

Visitation is permitted as authorized by College and residence hall policies and regulations. Depending on campus metrics (number of COVID-19 cases) the Guest Policy will shift to remove permissions.

1. A guest is considered to be any person present who is not assigned to that space.
2. All guests are to be escorted by resident hosts at all times within the residence halls.
3. The right of a resident to reasonably live in privacy supersedes the right of a roommate to entertain guests. Roommates must receive each other's permission before inviting anyone to spend the night in the room.
4. Inappropriate behavior or visitation which infringes on the rights of other residents to have full use of any facility may lead to conduct action and/or removal from residence for the guest as well as the host.
5. A resident may host overnight visitors no more than three nights per month.
6. Guests are subject to COVID-19 policy.

G. Noise

1. While residents are permitted to have a reasonable amount of sound equipment (e.g., speakers), consideration of others and the right to quiet supersede its use.
2. Use of musical instruments may be limited, and excessive noise may result in conduct.

H. Courtesy Hours and Quiet Hours

1. Courtesy hours are in effect 24 hours a day 7 days a week.
2. Quiet hours are in effect:
  - a) Sunday - Thursday from 10:00 p.m. - 8:00 a.m.
  - b) Friday - Saturday from 12:00 a.m. - 10:00 a.m.
3. 24-hour Quiet Hours begin during Final Exams at 11:59 p.m. on the last day of classes and remain in effect through the end of the last final examination.

I. Smoking

1. Smoking is prohibited in all on-campus residences at SUNY Geneseo.
2. While smoking, smokers must position themselves at least twenty-five feet away from any residence regardless of the weather.
3. "Smoking" includes any lit or vaporizing device that delivers any substance, including, but not limited to cigarettes, water pipes, hookah, and e-cigarettes or vapor cigarettes (which are not lit but deliver nicotine or any other substances through water vapor). E-cigarettes are prohibited because they can trigger smoke alarms and they affect some residents with allergies and respiratory sensitivities.

J. Pets

1. Possession of pets other than fish are not permitted in the residence halls.
  - a) Fish bowls and aquariums, less than 10 gallons in capacity are permitted for fish only.
  - b) Comfort/Emotional Support/Assistance Animals are not trained to perform specific tasks but provide comfort to a person with a psychiatric disability. Any animal can be a "comfort animal" as long as it does not pose a direct threat to the health and safety of others; will not cause substantial physical damage to the property of others; and will not fundamentally affect the operations of the residence hall. Students who need an assistance animal must submit medical documentation to the Office of Accessibility Services. Comfort animals are approved as a "reasonable accommodation" in housing.
  - c) Any animal may be excluded from an area in which it was previously authorized to be if it is:
    - i. Out of control and effective action is not taken to control the animal.
    - ii. If the animal is not housebroken or if the owner does not dispose of waste properly.
    - iii. If the cleanliness of the residence hall room is not maintained.
    - iv. If the animal poses a direct threat to the health or safety of others that cannot be mitigated by reasonable modifications of policies, practices, or procedures, or the provision of auxiliary aids or services.
    - v. In considering whether a ESA poses a direct threat to the health or safety of others, Geneseo will make an individualized assessment, based on reasonable judgment, current medical knowledge, or the best

available objective evidence, to determine: (1) the nature, duration, and severity of the risk; (2) the probability that the potential injury will actually occur; and (3) whether reasonable modifications of policies, practices, procedures, or the provision of auxiliary aids or services, will mitigate the risk. The College President shall name a designee who shall provide a written statement of explanation to any person with a disability if a determination is made that the presence of that person's Service or Emotional Support Animal would fundamentally alter the nature of a program, service, or activity.

- vi. In the event that restriction or removal of an animal is determined to be necessary, the person with a disability will still be given the opportunity to participate in the service, program, or activity without having the assistance animal present.
- vii. The above provisions on restrictions and exclusions are not intended to cover modifications to reasonable accommodations. The reasonable accommodation process and modifications to reasonable accommodations are covered under Geneseo's policy on Accessing Services.
- viii. Students are encouraged to visit the [Office of Accessibility Services](#) website

#### K. Personal and Abandoned Property

1. The College is not responsible for damage or loss of personal property.
2. Residents are strongly encouraged to check family homeowner's or personal renter's insurance policies for coverage.
3. Items left behind after resident departure are considered abandoned and will be disposed of.
4. If deemed necessary, a resident's items may be moved and stored to allow for continuity of operations.

#### L. Bicycles

1. Indoor bicycle storage is available in many of the residence halls, and outdoor racks can be found outside all residence halls and around campus. These are free for use on a first come, first served basis.
2. Indoor storage locations are for use by residents only.
3. Bicycles left in indoor storage after residential closing in May will be removed by University Police Department officers and/or Facilities Services staff.
4. Outdoor bicycle racks are maintained by the Grounds Staff. When bicycles are left on outdoor racks for more than 2 semesters, they will also be removed.
5. Residents staying in the residence halls for the summer also have access to storage, but must register their bicycle with the Department of Residence Life so that it will not be removed.

#### M. Laundry Facilities

1. There is at least one laundry facility in each residence hall and one for the Saratoga Townhouse Community.
2. Respectful and proper use of the Laundry Facilities is expected.
3. Use of residence hall laundry facilities is exclusively for resident students. Guests are not permitted to use the residence hall laundry facilities.

## VI. Safety and Security

### A. Students must adhere to the code of conduct for SUNY Geneseo

[https://www.geneseo.edu/handbook/policies\\_procedures](https://www.geneseo.edu/handbook/policies_procedures)

<https://www.geneseo.edu/handbook>

### B. Residence Hall Security

1. Unauthorized key or access card possession - Possession or use of a key or non-University duplicated key to any residence room or apartment other than the one to which the student is currently assigned or the loaning of a University key to anyone.
2. Screen removal – removal of and/or tampering with window screens.
3. Defenestration - throwing objects from a window.
4. Tampering or vandalism - tampering with, vandalism of, locks, security mechanisms, furnishings, such as window screens, cranks, stops, locks, door closing devices.
5. Unauthorized locks- Installing an unauthorized lock on a bedroom, bathroom, closet, or suite door.
6. Unauthorized Access / Use or Trespassing – Trespassing or access to restricted areas or gaining access to the residence halls by any means other than card access doors. This includes but not limited to roofs, ledges, terraces, basements, storage areas, emergency exits, or other prohibited areas.
7. Door propping - Propping doors to or within the residence halls is prohibited.
8. Sharps disposal - The disposal of hypodermic needles, syringes or other ‘sharps’ anywhere except specifically approved “sharps” containers.
9. Unauthorized room changes - Moving to a residence hall room without approval from a Residence Life administrator.

### C. Keys

1. Residents are responsible for all keys issued to them.
2. If a key is misplaced or broken, the resident will be issued a new key and the cost of replacement will be charged to the resident’s account.
3. Room keys, ID cards granting access, etc., cannot be transferred, duplicated, or altered. Anyone transferring, duplicating, or altering a key or card will be charged a replacement cost, and conduct charges with applicable sanctions will follow if appropriate.
4. Keys must be returned upon departure or the resident will be charged to replace the key and for a lock change.

### D. Prohibited Activities

1. The following activities are prohibited in SUNY Geneseo residences:

- a) gambling
- b) participating in drinking games
- c) smoking, vaping, huffing, puffing, or the like
- d) soliciting or sales (commercial, political, and religious)
- e) playing audio speakers out windows
- f) bed-raising on furniture or on blocks more than 12”
- g) compromising the security of the residential facility
- h) playing sports inside residence halls

- i) removing of College property from its assigned location without permission from a Residence Life professional staff member
- j) removing screens or windows or breaking a security screen seal for non-emergency purposes
- k) using tacks, nails, or adhesives (except easily removable tape) on walls or doors
- l) entering or exiting a building through a window or unauthorized entrance or exit
- m) sub-letting or allowing a portion of a residence hall room to be used or occupied by others
- n) occupying a room by persons other than those assigned or their guests
- o) detachment or removal of any window screen

#### E. Prohibited Items

1. The following items are strictly prohibited in SUNY Geneseo residences:
  - a) guns and firearms - rifle, shotgun, pistol, revolver, BB gun, pellet gun, paintball gun
  - b) weapons - martial arts weapons, knives (except for kitchen knives and folding pocket knives), metal tip darts and dart boards
  - c) explosives - dangerous chemicals, explosive devices of any kind, and fireworks
  - d) live non-potted trees (holiday trees)
2. Incense and Candles
  - a) Candles, open flames, and incense of any type are not permitted in resident rooms, suites, or apartments.
  - b) Permission must be obtained from a Residence Life professional to use candles for observing religious holidays. With this prior permission, residents will be able to light candles or incense in a location established by the Department of Residence Life. In these instances, candles and incense may never be left unattended and any un-burnt remains must be extinguished and disposed of safely. These items cannot be brought back to a residential space - room, suite, townhouse, or apartment.

#### F. Health & Hygiene Safety

1. Sanitary standards - Students are required to comply with University health standards and local health codes. Residents are expected to maintain their rooms in an orderly and sanitary condition. Unhealthy living conditions include but are not limited to: hoarding behaviors, rotting food, unclean bathroom facilities, odors, excessive garbage or clutter that has not been removed. Any accumulation or placement of trash, dirt, mold, mildew, etc., is prohibited. Residents who are in need of assistance can contact a Residence Life staff member for guidance.
2. Personal hygiene - Failure to maintain acceptable standards of personal hygiene or room cleanliness to the extent that such failure interferes with the general comfort, safety, security, health or welfare of a member or members of the residence hall community.
3. Dangerous materials - materials and chemicals such as gunpowder, fertilizer, Drano, laboratory chemicals, ammonia, ether, acid, fireworks, gasoline, lighter fluid, oil, kerosene, propane, charcoal, turpentine and other combustibles are not

permitted. Motorcycles and other fuel-driven engines may not be placed or operated anywhere inside residence halls or on porches.

4. Elevators - Persons are not permitted to ride any elevator designated as freight. Misuse, tampering, or defacing of the elevators or entering the elevator shaft is prohibited. Actions such as tugging on the doors or jumping up and down in the car are also prohibited. If an elevator door is closing, do not force it back open. Inappropriate use of the emergency call button or phone is not permitted.
5. Trash must be placed in appropriate receptacles inside the Trash Room in the resident's assigned residence hall - not in bathroom, hallway, or entryway receptacles. Residents must remove trash and garbage from their room on a regular basis.
6. Residents will be charged for excessive trash removal, extermination of rodents, insects, and pests, and any damage.

G. Alcohol

1. Possession and consumption of alcoholic beverages by persons under the age of 21 and cannabis is prohibited on the SUNY Geneseo campus.
2. Residents 21 years of age and over may possess and consume alcoholic beverages only in their own residence hall rooms or the rooms of other residents who are at least 21 years of age.
3. Resident behavior not in accordance with the Student Code of Conduct, resulting from alcohol use or abuse, may lead to conduct action and/or removal from residence halls.
4. Residents and guests must abide by the [SUNY Geneseo Policy on Alcohol and Illicit Drugs](#).

H. Cannabis UPD and Residence Life should determine if an incident involving cannabis is criminal or non-criminal.

1. Criminal Incidents: The following incidents are examples of common criminal incidents involving cannabis:
  - a) Underage Use or Possession. Use or possession of cannabis by a person under twenty-one years of age.
  - b) Possession of Cannabis Plants. Possession of cannabis plants is not lawful "until such a time as the office of cannabis management has issued regulations governing the home cultivation of cannabis."
  - c) Sale. Unlawful or criminal sale of cannabis or concentrated cannabis.
  - d) Tampering. Tampering with smoke detectors.
2. Criminal Incidents Procedure
  - a) UPD. If UPD observes or receives a report of a criminal incident involving cannabis, UPD will respond to the incident and report the incident to Residence Life as soon as practicable.
    - i. Property Subject to Seizure. UPD staff will seize the following:
      - a. Cannabis, concentrated cannabis, or cannabis plants possessed by a person under twenty-one years of age.
      - b. Cannabis or concentrated cannabis that is possessed in excess of the amount authorized under the Penal Law;
      - c. Cannabis Plants;
      - d. Evidence of a crime.

- ii. Property Not Subject to Seizure. UPD staff will not seize the following:
  - a. Paraphernalia;
  - b. Cannabis or concentrated cannabis lawfully possessed by a person over twenty-one years of age;
  - c. Other personal property that does not violate the Penal Law, regardless of whether the personal property is prohibited by the Student Code of Conduct.

### 3. Non-Criminal Incidents

- a) Personal Use of Cannabis. A person twenty-one years of age or older may lawfully engage in personal use of cannabis. Personal use of cannabis includes:
  - i. Use.
  - ii. Possession.
    - a. Cannabis. Possession of up to 3oz of cannabis.
    - b. Concentrated Cannabis. Possession of up to 24g of concentrated cannabis.
    - c. Private Residence. Under PL § 222.15(5), a person twenty-one years of age or older may possess up to 5lbs of cannabis in their private residence. However, this section does “not take effect until such a time as the office of cannabis management has issued regulations governing the home cultivation of cannabis.” PL § 222.15(9).
  - iii. Giving. A person twenty-one years of age or older may lawfully give cannabis to another person twenty-one years of age or older.

### 4. Non-Criminal Incidents Procedure

- a) UPD. If UPD receives a complaint or observes a non-criminal incident involving cannabis, UPD will report the incident to Residence Life. UPD will not respond to the incident unless requested by Residence Life.
- b) Residence Life. If Residence Life receives a complaint or observes a non-criminal incident involving cannabis, Residence Life will respond to the incident and document violations of the Student Code of Conduct.
- c) Cannabis Possessed in Violation of the Student Code of Conduct. Residence Life will provide students in possession of cannabis the following options:
  - i. Removal. Students twenty-one years of age or older may immediately remove cannabis from campus.
  - ii. Surrender. Students twenty-one years of age or older may choose to surrender cannabis to UPD for destruction.
  - iii. Refusal. If students twenty-one years of age or older refuse to remove, destroy, or surrender cannabis, Residence Life staff shall advise the students that they will face additional charges under the Student Code of Conduct and potential disciplinary action for non-compliance.

## G. Fire Safety

### 1. Prohibited Actions

- a) Misuse or tampering – misuse or tampering with fire safety equipment including: fire hoses, fire extinguishers, heat detectors, smoke detectors, fire alarm bells, pull boxes, exit lights, emergency lights, fire escapes, sprinkler heads, etc.
- b) Cooking in any residence hall room.
  - i. Residents have access to at least one community kitchen in each residence hall.
- c) Affixing anything to the ceiling or on a wall within 18 inches of the ceiling.
- d) Failure to evacuate – failure to evacuate residence facilities or adhere to the instructions of University officials while a fire alarm is sounding.
- e) Overcapacity – failure to adhere to fire code maximum number of guests per apartment/room.
- f) Causing a fire - initiating a fire in or about a residence hall.
- g) Possessing unauthorized furniture - possessing unauthorized furniture.
- h) Creating an inhibited egress - arranging furniture or other items that prevents or inhibits egress.

2. Prohibited Items

- a) non-college beds
- b) bead curtains in doorways
- c) cinder or cement blocks
- d) lighting and lamps: neon lights, halogen lamps, or multi-headed lamps
- e) heating or cooling units: air conditioning unit, immersion heaters, or space heaters (unless provided by the College)
- f) non-portable electrical appliances
- g) cooking appliances: toaster ovens, microwave ovens (except in townhouse or communal kitchens), hot plates/pots, pop-up toasters (except in townhouse or communal kitchens), George Foreman-type grills, outdoor cooking grills
- h) lighter fluid, charcoal, and propane tanks or cylinders
  - i. Residents are encouraged to use non-fuel charcoal "chimneys" to light coals for use in the outdoor grills.
  - ii. Residents should contact a Residence Life professional staff member or Environmental Health and Safety to dispose of leftover barbecue fuel or charcoal.
- i) gasoline-operated vehicles: motorbikes, scooters, etc.
- j) hoverboards powered by lithium ion batteries
  - i. Residents may not store hoverboards due to overheating and explosion concerns.
- k) extension cords and multi-plug wall outlets

3. Allowable Items

- a) UL-approved, electrical, polarized, grounded power strips with fuses (or circuit breakers)
- b) Residents must never "daisy-chain" or plug power strips together.
- c) The maximum fused amperage of such devices must not exceed 15 amps.
- d) Refrigerators less than 2.0 amps at 120 volts AC/3.6 cubic feet (including approved micro-fridge units)

- e) Refrigerators must be plugged directly into a wall outlet, not into a power strip.
- f) The following small electrical appliances are permitted for use in residence hall rooms:
  - i. gaming systems, DVD/Blu Ray player
  - ii. electric blankets
  - iii. coffee maker or water kettle with temperature control and automatic shut off
  - iv. television, stereo, etc.
  - v. air popcorn maker
  - vi. hair care appliances
  - vii. personal computer
  - viii. electric fans
  - ix. iron with automatic shut-off

#### H. Emergencies

- 1. In the case of an emergency, residents should call the University Police Department at 585-245-5222.
- 2. Residents should inform the RA on duty or a member of the Residence Life professional staff of the situation for further assistance.

#### I. Criminal Conviction or Protective Order

- 1. If you are convicted of any felony or any crime requiring your registration on the Sex Offender or Crimes Against Minors Registry (SOR), or if you become the subject to a protective order at any time during the term of your housing agreement, you are required within seventy-two (72) hours of the conviction or entry of the protective order, to notify in writing the Director of Residence Life (or designee). Residence Life reserves the right to cancel any housing agreement if, in the sole judgment of the College, a resident may pose a threat of substantial harm to persons or to College property or if the College determines that the housing agreement was granted on the basis of inaccurate or incomplete information in the application.

#### J. Inspections

- 1. Inspection of rooms for health and safety or maintenance will be made during vacations and may occur at any time with advance notice (except in an emergency situation or when a work order has been submitted).
  - a) Routine inspections do not include searches. College officials, including University Police Department Officers, may request to search residents' rooms when they have a specified probable cause. Unless a court-ordered search warrant is being executed, residents have the right to grant or refuse requests to enter or search their rooms or possessions.
  - b) Fire Inspections of residence halls will occur with the State Fire Marshal once or twice a semester.
- 2. Residence Life staff members, University Police Officers, and Facilities staff members must carry SUNY Geneseo identification, present it upon request, and announce their purpose for entry.
- 3. Residence Life staff members will first knock on the door and allow a reasonable period of time for response by the residents before entering any room.

4. Residents are entitled to 24-hour notification of a need to enter their room for non-emergency circumstances. Residents may waive this advance notice to expedite repair or work orders.
5. A resident's obligation includes:
  - a) care and cleaning of assigned room/suite/townhouse
  - b) maintenance of health and safety standards
  - c) responsibility for and awareness of all activities and items in the room/suite/townhouse about which they could reasonably be expected to know
  - d) responsibility to respond to the official directions of Residence Life staff, who have broad supervisory authority for the administration of their residence
  - e) adherence to SUNY Geneseo recycling guidelines
  - f) adherence to the SUNY Geneseo Code of Conduct

## VII. Cancellation of Agreement

- A. Residence Life may terminate this agreement for breach of the terms by the resident, as herein stipulated, or for any of the following reasons or conditions:
  1. The resident ceases to be enrolled as a student and is not involved in a documented legitimate academic activity.
  2. The resident is responsible for a health or safety violation, such as a false fire alarm, illegal discharge of fire extinguisher, or use or possession of fireworks. Any tampering with or misuse of health and safety equipment is prohibited and punishable by College and/or civil court action. Action can also be taken by Residence Life under the terms of this agreement.
  3. The resident or any guests, visitor or invitee of such occupant are a clear and present danger to the on-campus student population. Examples include incidents involving assault and related offenses, possession or use of a weapon, possession or distribution of a controlled substance or other conduct as may be determined to have serious or dangerous implications for the students living on campus. Continued and/or serious violations of on campus security systems or procedures may also be cause for termination of this agreement, in accordance with this section.
  4. Students diagnosed with a contagious medical condition must vacate their rooms until the condition is corrected.
  5. Willful destruction of university property in excess of \$200 in value.
  6. Campus determination that continued occupancy would likely present health problems that create an unreasonable risk to the health and safety of the campus community. Such a judgment would be made by the Director of Residence Life (or designee) with advice from other campus sources.
  7. College rules and regulations and the student code of conduct are part of this agreement in that violations may be referred to the Department of Student Conduct and Community Standards, Dean of Students, or Student Conduct Board. It is within the jurisdiction of these bodies to recommend to the Director of Residence Life that a resident be dismissed from on-campus housing.
  8. The resident is determined to be in violation of Conduct Probation.

**VIII. Failure to Comply**

A. Students who fail to comply with the terms of this license, including violation of physical distancing standards and quarantine/isolation requirements in the addendum, may be administratively removed from on campus housing. Such action will ordinarily be taken only after prior warning and repeated noncompliant behavior; however, Residence Life reserves the right to remove a student on the basis of a single substantial and intentional violation of the residential license and COVID-19-related safety measures noted here and in other College official communications. Students administratively removed from on campus housing will not be considered in good standing as it pertains to eligibility for credits or refunds and will be financially liable for their housing for the entire academic year.

**IX. Hold Harmless**

A. You agree to release the College, its agents and employees from any and all damages, liability, claims, expenses or loss (collectively, "Claims") resulting from or arising out of your use of space within College housing, including those related to the potential exposure to contagious viruses like COVID-19, and to indemnify and hold harmless the College, its agents and employees from any claims resulting from or arising out of your breach of the terms and conditions of your housing agreement. You understand that, by residing on campus, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19.

**X. Force Majeure**

A. If SUNY Geneseo (the Licensor) is unable to perform its obligations hereunder, or if such performance is hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, or any other cause or event beyond such licensor's control, then such party shall be excused from performance of this License Agreement and will not have any liability in connection herewith.

BY CLICKING "I AGREE" I UNDERSTAND THAT I AM FINANCIALLY RESPONSIBLE FOR THE HOUSING AND MEAL CHARGES FOR THIS ACADEMIC YEAR. I AM ALSO RESPONSIBLE FOR ABIDING BY THE RESIDENTIAL LICENSE TERMS AND CONDITIONS, RESIDENCE LIFE POLICIES AND PROCEDURES, AND THE COLLEGE STUDENT CODE OF CONDUCT.

## COVID-19 Addendum

Students living on campus for the academic year are subject to the terms and conditions below and as amended in keeping with any new state, federal or local public health directives. Except as modified herein either explicitly or implicitly, all terms and conditions remain in effect. In the event of a conflict between General Terms and Conditions and the Addendum, this addendum will control.

The College has put in place measures to meet public health standards established by state and local public health officials, the State University of New York (SUNY) and the State of New York as a result of COVID-19. Students choosing to live on campus agree to comply with Residence Life policies and procedures established to support compliance with public health standards. Adherence to health and safety requirements applies to all residents and extends to all aspects of campus, including, but not limited to, occupancy and use of bedrooms, bathrooms, common areas in living units, community kitchens, lounges, computer rooms, courtyards and other common spaces. By choosing to live on campus, students acknowledge and assume the risks that cannot be fully mitigated by reasonable measures.

### Safety and Security

To reduce the spread of COVID-19 and to protect the health and safety of the entire community the following will apply:

- At any time, the College may request or require a resident to leave housing when that resident's continued presence in campus housing poses a health or safety risk related to COVID-19. On-campus students are required to comply with requests from the University to move from their assigned space due to COVID-19 or other public health emergency.
- Residence Life may reassign students to a different room or building on or off campus as necessary to effectuate quarantine or isolation, or to otherwise follow public health guidelines and directives related to COVID-19.
- Students who are required by College or public health officials to isolate or self-quarantine must comply with all instructions and protocols related to isolation and quarantine.
- Residents agree to comply with current and future federal, state and local government executive orders and directives as well as SUNY and SUNY Geneseo requirements, as pertained to COVID-19.
- Residents shall comply with all the following obligations under the College's COVID-19 guidelines - <https://www.geneseo.edu/covid>.
- New York State and SUNY System requirements related to COVID-19, the following physical distancing expectations will be in place. These expectations are subject to change as guidance and requirements from the State of New York, Livingston County and SUNY system are modified.

- Interactions with others MUST be limited and physical distancing requirements to remain at least 6 feet from others when outside of the student's room must ALWAYS be followed, except as specifically permitted otherwise by the College.  
<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.
- There will be limitations on capacity placed on indoor space. Maximum signage capacity will be posted.
- Students who enter a common space where others are present must maintain physical distancing requirements, and maximum capacity signage or leave the space.
- All Residents must cover their noses and mouths with a mask or cloth face covering when in public spaces in the residence halls and apartments including but not limited to hallways, community bathrooms, kitchens, lounges, laundry rooms and elevators.
- Students must notify Student Health and Counseling if they develop symptoms related to COVID-19 and proceed to isolate in their room until provided with further instructions.
  - The resident will be directed to pack their Community Bag and proceed to Lauderdale Health Center. The resident will follow all guidance provided by Student Health and Counseling staff, Livingston County Department of Health, and Residence Life.
- If there is a College directive to remain in your room for an extended period of time, you must comply.

#### Failure to Comply

Students who fail to comply with the terms of this addendum including violation of physical distancing standards and quarantine/isolation requirements may be administratively removed from on campus housing. Such action will ordinarily be taken only after prior warning and repeated noncompliant behavior; however, Residence Life reserves the right to remove a student on the basis of a single substantial and intentional violation of the COVID-19-related safety measures noted here and in other College official communications. Students administratively removed from on campus housing will not be considered in good standing as it pertains to eligibility for credits or refunds and will be financially liable for their housing for the entire academic year.

#### Hold Harmless

You agree to release the College, its agents and employees from any and all damages, liability, claims, expenses or loss (collectively, "Claims") resulting from or arising out of your use of space within University housing, including those related to the potential exposure to contagious viruses like COVID-19, and to indemnify and hold harmless the College, its agents and employees from any claims resulting from or arising out of your breach of the terms and conditions of your housing agreement. You understand that, by residing on campus, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19.

#### Force Majeure

If SUNY Geneseo (the Licensor) is unable to perform its obligations hereunder, or if such performance is hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, or any other cause or event beyond such licensor's control, then such party shall be excused from performance of this License Agreement and will not have any liability in connection herewith.