



State University of New York at Geneseo Residential License 2026 - 2027

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, cultivates an inclusive living and learning environment that sparks engagement, encourages and fosters well being, and inspires a feeling of belonging for all students who live in our community.
- B. 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.

II. General Terms and Conditions

- A. The Residential License is binding for the entire academic year. Once the Student (the "Student") completes an application for housing they 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 for the academic year. SUNY Geneseo (the "College") reserves the right to terminate this License at its discretion.
- B. SUNY Geneseo provides on-campus housing to every full-time, matriculated undergraduate who requests it (housing guarantee), 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. Graduate students are also eligible for housing. Full-time is defined as maintaining at least 12 credit hours per semester.
 - 1. All residents must have a health history, physical examination, and complete immunization record on file at the Student Health Center.
 - 2. 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.

3. 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. Failure to do so may result in the termination or suspension of this license.
- C. This license allows residents 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. Applying for on-campus housing constitutes acceptance of the Residential License terms and conditions.
- D. Students self-selecting a room assignment, applying to live on campus, or assigned to on campus housing because they have not yet fulfilled the residency requirement, through Symplicity, are responsible for abiding by all the terms and conditions of both the Residential License and CAS Meal Plan Agreement. Completing a housing application electronically, or being assigned due the residency requirement, legally and financially obligates a student for the fall 2026 and spring 2027 license period.
- E. The College reserves the right to make changes to this document with appropriate notice.
- F. Residency Requirement
1. All full-time, first-time college students, regardless of credits earned prior to enrollment or application, 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.
 - b) Credits earned prior do not count.
 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.
 - a) Including, but not limited to AP, dual-enrollment, pre-college program, etc.
 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.
 4. Due to the residency requirement, even if the Student does not complete a housing application and returns to the College, this license will remain in effect covering the 2026-2027 and 2027-2028 academic years.
 5. All full-time undergraduate students are guaranteed on-campus housing for all years of enrollment.
- G. Housing Contracts
1. Housing contracts are for the entire academic year (fall and spring semesters).
 - a) Contracts begun in August are effective until May. All students are expected to move out at the conclusion of the spring semester
 - b) Contracts begun in January are effective until May.
 2. Room rental charges are billed on a semester basis.

3. Once the contract is signed, the signer is bound by the terms and conditions.

H. Termination or Release from Contract

1. 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.
 - a) Moving Out
 - (1) Students deemed not eligible, released, or had their license terminated are expected to move out within 5 business days unless otherwise approved for further time.
 - (2) Students released from housing between the Fall and Spring semesters will be expected to move out at the end of the Fall semester.
 - b) Not Eligible
 - (1) Students who are registered part time may request an exception to remain on campus with the Director of Residence Life (or designee) prior to the start of the semester.
 - (2) Release from Housing (see below section)

III. Occupancy Guidelines and Financial Obligations

Terms of occupancy are subject to change should future government directives be required. 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) If they have a residency requirement or otherwise would like to reserve a residential space on campus, new students will need to submit a housing deposit along with their tuition deposit
 - b) This deposit is included in the initial deposit made with Admissions.
 - c) The SUNY Geneseo Residential License Agreement and Housing Application must be completed online by June 1.
 - d) Residence Hall and room preference are tied to the date of deposit and submission of the Residential License Agreement.
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.
 - (1) Students still bound by the residency requirement who have not submitted an application, will have an assignment created for them and are still bound by the Residential License.

b) Applicants must participate in the housing selection process.

(1) Students who submit a housing application but do not participate in housing selection, will have an assignment created for them as they agreed to the Residential License.

B. Housing Assignments

1. To receive preference consideration for on-campus housing, requests must be received by applicable due dates.
2. Room assignments and changes are prerogatives of the College and are processed by written authorization from the Director of Residence Life or designee.
 - a) Requests for hall or room assignments/reassignments based on race, religion, sexual orientation, or ethnic background will not be honored.
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.
 - b) The agreement applies to all types and styles of housing; it does not guarantee a specific rate or style. Example - if a corridor room is not available, the resident still must live in campus residence.
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 by August 1.

C. Occupancy

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 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.
5. Residence Hall Closing (for specific dates, see the Residence Life website)
 - 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 12:00 p.m. on the day preceding resumption of classes.
 - b) Winter Break: Residence Halls close on the day after the last final exam at 10:00 a.m. and reopen on the Saturday preceding the beginning of spring semester classes following Winter Break.
 - c) Saratoga Townhouses, Ontario Deluxe Single Suites, and Wayne Deluxe Singles remain open throughout the duration of the academic year and do not close during college breaks.
6. 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.
7. 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. Other students requesting break stay must meet eligibility requirements and apply as directed.
8. Residents approved to leave 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.
9. 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.
2. Students are not permitted to find other students to assume the remainder of their license - including Saratoga Townhouses.

E. Release from Housing

1. Permission to terminate this license is requested by submitting a Request for Release from Housing form located on the Residence Life website. This request, if granted, is typically obtained at such a time when the documented reason for the request is: active military duty, graduation,

withdrawal from college, study abroad, student teaching outside the 35 mile commuting radius, or a similar situation.

2. 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 military duty, graduation, transfer, withdrawal, or study abroad program.
 3. 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 through the remainder of the license will be incurred.
 4. Residents may be released from their housing agreement after the fall semester after all options have been explored and only under the one or more following conditions:
 - a) Academic program occurring off campus (study abroad; off-campus internship; student teaching outside the 35 mile commuting radius)
 - b) a medical condition that cannot be accommodated in campus housing;
 - c) or demonstration of an extraordinary unanticipated change (since signing up for housing) in financial condition beyond their resource base, which cannot be remedied through existing College financial aid programs.
 5. Students who are enrolled part time may request an exception to remain on campus with the Director of Residence Life (or designee) prior to the start of the semester.
 6. Students who take a leave of absence, withdraw from the College, or graduate are not eligible for on campus housing and will be released.
 7. 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.
 8. A resident who is released from housing and remains enrolled in the College will be charged an administrative fee.
 9. Students who are not approved for release may appeal to the Director of Residence Life.
- F. Vacancies, Room Changes, and Consolidations
1. The College reserves the right to administratively re/assign residents to fill vacancies and make changes in room assignments. Reasoning can include but is not limited to:
 - a) Health, safety, security, conduct, non-occupancy, or failure to remain actively enrolled without financial compensation to the student.
 2. Residents must receive permission to move to another space. Unauthorized moves are not permitted, including, but not limited to: moves within a suite or townhouse or general swaps with other residents. Residents must request a room change with the Department of Residence Life through their Residence Director or Area Coordinator.

- a) Charges may apply for unauthorized moves. The fee is \$75.00.
- 3. 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 within three business days. 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.
 - b) Residence Life will send notifications to residents with a vacancy to inform of the opportunity to select a roommate. Residents must notify Residence Life within three business days of their intended roommate. If the resident does not respond, Residence Life will assign a new resident to the space.
- 4. 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.
- 5. Consolidation of occupants may be employed when vacancies occur. 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) Residents living in a room where a vacancy exists may be subject to moving to a new room or welcoming a new roommate to their room, depending on Residence Life operations.
 - b) While effort and consideration will be made to move residents to a space in the same residence hall, it is not guaranteed.
 - c) Residence Life may not be able to accommodate resident requests.
 - d) 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. Updated room rates are typically released by the College in the summer. They generally increase approximately 3% per year.
 - 2. Once a student completes a housing application or moves in, occupies their assigned residence hall space, they are obligated to pay their housing fee (also called room fee, charge, rate, cost, rent, etc.).
 - 3. Housing Deposit
 - a) Current residents do not pay a housing deposit.
 - b) Incoming students, not bound by the residency requirement, who have paid a deposit, but not completed a housing application, can request their deposit be applied to their tuition bill if communicated by move-in day for both fall and spring semesters.
 - c) Current students bound by the housing license: Students who are released from housing will be charged a \$150.00 administrative fee. After occupancy, students who are released will be subject to the below refund schedule in addition to the administrative fee.
 - d) Residents who are not released from housing will be responsible for the full semester room charge.

4. Room Charges (semesterly)

- a) Once a resident is assigned to an on campus space, that space is considered occupied. The resident is financially responsible for the cost of housing.
 - (1) Move-In Day: Students are responsible for 50% of the semester room charge.
 - (2) Mid-Semester: Students are responsible for 100% of the room charge.
- b) After the mid-semester date (per the SUNY Geneseo academic calendar), 0% of the semester room charge is refundable.
- c) Residents who remain enrolled and vacate the halls prior to the expiration of the license without approval, remain liable for room and board charges through the license period.
- d) Housing related charges are billed through the Student Accounts office. Early arrival assessments, break charges, room change adjustments, and other housing charges will be posted to the student's account as they are accrued. Students should check their student account regularly post move-out.
- e) Exceptions:
 - (1) The deposit and unused portion of paid room 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.
 - (2) Room rate charges are not affected by brief lapses in provided services. Residence Life will work with campus and community partners to resolve facilities related concerns as soon as possible.
 - (3) Room rate adjustments are not provided/provident as a result of facilities related issues, for example plumbing, power outages, water main breaks, or similar issues.

5. 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.
 - (1) Room rental rates will be adjusted to the applicable room rate.
- b) Residents offered the opportunity to move into a standard corridor double 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 (see Buyout).
- 6. 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 (OAS).
 - b) Residence Life works with the OAS to ensure that residents with documented physical or psychological disabilities are reasonably accommodated in accordance with federal law and residence hall room availability.

H. Campus Meal Plan

- 1. All students living on campus, with exclusion of Saratoga Townhouses, are required by SUNY Geneseo to purchase a meal plan. Meal plans are managed by Campus Auxiliary Services (CAS) - not Residence Life.
 - a) Students may choose from any of the following meal plans. The price listed is per semester.
<https://www.geneseo.edu/cas/meal-plans>
 - b) All prices, terms, and conditions for the meal plans are subject to change.
- 2. 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.

I. Break Housing

- 1. The College accommodates break housing for all residents who meet the eligibility criteria. 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. Saratoga Townhouse, Ontario Deluxe Single Suite, and Wayne Deluxe Single Corridor residents do not need to apply for Break Housing.
 - a) Criteria for Break Stay Approval:
 - (1) Life Safety Concern
 - (2) Housing Insecurity or Unmet Basic Need
 - (3) On Campus Employment
 - (4) Department Training
 - (5) Academic Program Requirement
 - (6) Athletics
 - (7) Accessibility or Health Accommodation
 - (8) Religious Practice or Holiday
 - (9) Permanent residence is greater than 7 hours by private ground transportation/vehicle
 - (10) Exceptional needs considered on a case by case basis and reviewed by a committee; Ex: financial, travel concerns, etc

2. Permission 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 remainder of 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. Break housing fees may be charged at the daily or weekly room rate. All prices, terms, and conditions are subject to change.
5. Residents who remain on campus during College breaks must expressly acknowledge that College services and staffing is limited during break periods.
6. 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.

J. Summer 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 during the week following commencement.
 - a) Moving into summer housing and then into fall assignments occurs when Facilities Services and Residence Life can accommodate and will be communicated in advance.
 - b) Move-In and Move-Out information for each session is available on the [Summer Housing webpage](#)
 - c) Dates are subject to change and will be communicated in advance.

IV. Arrival and Departure from the Residence Halls

A. Check-In

1. Move-in dates for first-year and returning students are posted on the Residence Life website. Move-In times are staggered for safety and flow and scheduled by the Department of Residence Life. Residents should arrive during their scheduled move-in time at the required applicable location. Residents may not be able to check-in if they arrive earlier than their scheduled check-in/move-in time and will be redirected to a waiting area until their designated check-in/move-in time or until space is available - whichever comes first.

2. For verification, each resident must produce their SUNY Geneseo ID Card, state issued identification, or passport prior to being given access to their assigned room.
 3. Room Key
 - a) Keys are only issued or distributed to the resident of the assigned room. Parents, friends, roommates, or other students, etc., are not permitted to collect a key on behalf of a resident.
 4. 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.
 5. Failure to pick-up a room key or move into the assigned space does not release a student from their financial obligations under this agreement, the residential license.
 6. Likewise, a student/guest/person who occupies a College residence hall room/space without being assigned to it, and/or completing the Residential License, is nevertheless responsible for all applicable terms and conditions, i.e. fees, rules, policies, standards, and procedures.
- B. 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.
 3. Residents must apply for and be authorized for early arrival based on eligibility criteria.
- C. Late Arrivals
1. Residents arriving beyond the scheduled hours for check-in should contact their respective Residence Director or Area Coordinator 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. (See III. G. 4 for financial obligation)
- D. Check-Out

1. Residents must vacate their residence hall within 24 hours following their last final exam or by the date and time stipulated in the official academic calendar, whichever comes first, to avoid charges.
 - a) Residents who depart and move out at unexpected times (e.g., in the middle of a semester) are expected to contact their Residence Director or Area Coordinator and ensure they check-out properly. Failure to do so will result in charges.
 - (1) Residents are permitted three business days to depart.
2. Check-Out Procedures
 - a) Remove all personal items leaving the entire room, suite, or apartment in the same condition it was in upon their arrival at check-in.
 - (1) The room should be free of trash and personal belongings and clean, including unit bathrooms for residents assigned to suites and townhouses.
 - b) Return keys in the appropriate key return envelope upon departure in order to complete a successful check-out.
 - (1) Students in card access only areas must still complete a check-out envelope.
3. Personal items left behind in a residence hall room or common area are considered abandoned and will be discarded. Residence Life will not store, hold, or bag & tag items left behind by residents.
 - a) Residence Life does not provide storage for residents including those on short-term leaves.
4. Charges and Appeals
 - a) Residents who do not properly vacate their residence hall room will be subject to charges.
 - b) Residents may identify and accept responsibility for any changes or damages to the condition of their room based on the RCR prior to check-out. Room damages will result in charges.
 - c) Residents may appeal Residence Life charges in writing within 30 days of the invoice date. Appeals may be sent to the Residence Life digital Service Desk - help.geneseo.edu. A [link](#) is available on the [Residence Life webpage](#).

V. Policies: Use, Care, and Responsibilities

A. 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 and at the Student's own risk.
2. Students should register their bike with Parking and Transportation when utilizing on-campus bicycle storage.

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 two semesters, they will also be removed.
5. Bicycles are permitted in bike racks only.
 - a) Bicycles are not permitted in or attached to breezeways, light posts, or stairwells.

B. Cleaning

1. Residents acknowledge acceptance of housing in its present condition, agree to maintain the room, suite, in-unit bathroom, and leave it in move-in condition upon their departure. Reasonable wear and tear is anticipated.
 - a) Residents are responsible for removing trash and recyclable items regularly.
 - b) 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.
 - c) 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.
2. Campus custodial staff may enter suites or apartments to clean bathrooms and rooms when deemed necessary or an urgent hygienic safety is reported.
 - a) Egress
 - b) Biohazard
 - c) Pest
 - d) Life Safety

C. Damage

1. Each resident is responsible for recording the condition of the room and common area in the Room Condition Report (RCR) upon moving in. Residents will be billed for damage to College property, whether intentional or unintentional, or caused by the careless or willful acts of students or their invitees, that cannot be attributed to specific individuals. The students may also be charged for damages to common areas in an amount not to exceed the limits set forth in SUNY policy.
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. To view costs for damages, please visit: go.geneseo.edu/damagecosts
4. Damages caused to the common areas of a residence hall that one or multiple floors use may result in common area damage billing. All residents within a reasonably defined area (e.g. floor, quad, section, hallway, building, etc.) will equally share financial responsibility for any damage in or to the stairwells, corridors, elevators, floors, walls, lounges or lobbies, common or public bathrooms, or other common areas if the individual(s) responsible cannot be determined.
5. Residents who are charged for cleaning or damages will have thirty (30) days after the charge is posted to their student account to appeal.

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. Residents may not paint, wallpaper, remodel, or make any structural changes to their rooms, apartments, or suites.
 - a) The use of contact paper on shelves, walls, or furniture is prohibited.
 - b) Duct or Alien tape may not be adhered to any surface in housing.
3. Wall decorations cannot cover more than 20% of the available area.
 - a) Tapestries and curtains are not permissible.
4. It is not permitted to chalk or paint exterior or interior walls, doors, floors, furniture, and general College Property.
5. Residents are responsible for removing exterior (to the room, suite, townhouse, or building) decorations within one week following a celebration or observance.
 - a) Pumpkins, plants, food, or other perishable decorations need to be removed and disposed of properly the day following the observance or celebration.
 - b) Heavy items, meant for disposal, cannot be put in trash rooms. They must be brought to designated disposal areas. (see AC/RD for direction)

E. [Emotional Support/Assistance Animals](#)

1. An “emotional support animal” (or comfort animal) is an animal that provides emotional or other support that ameliorates one or more identified symptoms or effects of a person’s disability. Unlike service animals, support animals are not required to be trained to perform work or tasks, and they include species other than dogs.
2. ESAs are generally not allowed to accompany persons with disabilities in all public areas of Geneseo as a service animal is allowed to do, but an ESA may reside in the Residence Halls when it may be necessary to afford the person with a disability an equal opportunity to use and enjoy housing.

- a) Students may not have an ESA in their residence hall unless approved by the Office of Accessibility Services and the Office of Residence Life.
- 3. Students who need an assistance animal must complete a [request](#) and submit medical documentation to the Office of Accessibility Services. ESAs are approved as “reasonable accommodation” in housing. Students and animals must be able to follow the College’s policy.
 - a) Any animal may be excluded from an area in which it was previously authorized to be if:
 - (1) The animal is out of control and effective action is not taken to control the animal.
 - (2) 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.
 - (3) The animal is not housebroken or if the owner does not dispose of waste properly.
 - (4) The owner is not taking the animal away from housing, parking lots, and commonly used walkways to relieve itself and cleaning up after the animal.
 - (5) The owner is not keeping the animal clean, well-groomed, and free of pests.
 - (6) The owner is not keeping the animal's living space clean.
 - (7) The cleanliness of the residence hall room is not maintained. Any damage caused by the animal to either persons or property will be the responsibility of the resident.
 - (8) The owner is not ensuring the health, safety, and humane treatment of the animal.
 - (9) The owner is leaving the animal unattended or in the care of someone else.
 - b) Students are encouraged to visit the [Office of Accessibility Services](#) and [ESA Policy](#) webpages.
- 4. Removal of an Emotional Support Animal
 - a) The College may require the immediate removal of an emotional support animal from College housing if:
 - (1) the emotional support animal poses a direct threat to the health or safety of others that cannot be mitigated by reasonable modifications of policies, practices, procedures, or the provision of auxiliary aids or services, or causes substantial property damage to the property of others;

- (2) the emotional support animal's owner does not comply with the owner's responsibilities set forth above;
 - (3) the emotional support animal or its presence creates an unmanageable disturbance or interference with the normal operations of the College community.
- b) The College will base such determinations upon the consideration of the behavior of the particular emotional support animal at issue, and not on speculation or fear about the harm or damages an emotional support animal may cause. If the animal is removed, the student will be nonetheless required to fulfill housing, academic, and all other obligations for the remainder of the housing agreement.

F. Furniture and Equipment

- 1. Each resident is provided with a bed, desk, and chair. In most rooms, residents will have a closet space and a dresser. In some rooms, closets will have a built-in dresser.
- 2. Furniture and equipment provided by the College may not be removed from rooms, suites, townhouses, or common areas.
 - a) Any student who removes any furniture will be subject to student conduct and the replacement/repair cost of each item of furniture.
- 3. Structural changes to rooms, apartments, suites, or public areas are strictly prohibited. This includes the attachment of furniture to walls or floors. The following are common violations; this list is not exhaustive.
 - a) Wall shelves are not permitted.
 - b) Furniture or equipment may not be disassembled.
 - c) Bunk or loft beds are not permitted.
 - d) Installation of personal bidets, shower heads, or faucet filters is prohibited.
- 4. Residents shall be financially responsible for all damage to rooms, apartments, or suites and equipment including but not limited to walls, floors, appliances, plumbing, heating, air conditioning, and ventilation systems.
- 5. 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 or if unknown as common area damage.

G. Guest Policy - Visitation is permitted as authorized by College and residence hall policies and regulations.

- 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.
 - a) A resident may host overnight visitors no more than three nights per month.
 - b) Guests may not move in their belongings.
 - c) Guests may not sleep in any public areas.

- d) Guests are subject to any current health or safety policies.
- 3. The right of a resident to reasonably live in privacy supersedes the right of those who reside with them in their room, suite, or townhouse to entertain guests.
 - a) Roommates, suitemates, or housemates must receive each others' permission before inviting anyone to spend the night in the room.
 - b) 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 resident host.
 - c) Whenever a resident has a concern about the presence of a guest in the room, it is recommended that they approach the roommate (resident hosting the guest) that the guest is visiting to express their concerns and to seek resolution.
 - d) If Residence Life receives a complaint that the presence of a guest is unreasonably interfering with the academic or personal wellbeing of other residents or the residents are unable to agree on the time, date, frequency, and duration of each other's guests, Residence Life staff may restrict the presence of guests in that room, suite, or townhouse until such time that the residents of the assigned space are able to come to a mutually satisfactory agreement about visitation.
 - e) Conflicts will be addressed through informal discussions among room/suitemates and/or with the assistance of Residence Life staff members. Should such efforts fail, Residence Life staff shall have the authority to establish reasonable parameters for visitation and all residents of the assigned room, suite, or townhouse will be expected to adhere to those terms. Failure to abide by those terms may result in the matter being referred to Student Conduct.
- 4. Residents are responsible for violations committed by guests that occur in their room, suite, or townhouse unless another SUNY Geneseo student takes responsibility, or is determined by the College to be responsible for the violation.
- 5. Residents are prohibited from providing their guests with keys or use of their College ID to access any residential or College owned space.
- 6. Harboring ineligible students/non-students is prohibited and may result in removal from housing. Individuals not assigned to the room, suite, or townhouse are prohibited from moving in and occupying the space.

H. Laundry Facilities

- 1. Residence Hall laundry is free for use by residents and managed through Campus Auxiliary Services.
- 2. There is at least one laundry facility in each residence hall and one for the Saratoga Townhouse Community.
- 3. Respectful and proper use of the Laundry Facilities is expected.
- 4. Use of residence hall laundry facilities is exclusively for resident students. Guests are not permitted to use the residence hall laundry facilities.

5. Information about campus laundry and how to report concerns can be found here: <https://www.geneseo.edu/cas/laundry>

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

J. 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. Disposal charges will be applied to each resident's student account.
 - a) Residents are responsible for the cost unless a specific resident contacts the Residence Life office immediately to report that items were left behind by another resident.
4. Under no circumstances may utility rooms, entry ways, hallways, or lounges be used for storage.
5. Residents living on campus during the summer term are prohibited from storing another resident's personal belongings. Any resident found storing another student's items are subject to loss of housing.
6. Residence Life does not provide student storage.
 - a) In the rare emergent circumstance, at the Director of Residence Life's discretion, if deemed an absolute necessity, a resident's items may be removed from their residence and temporarily stored to allow for continuity of operations.

K. Pets

1. Possession of pets, other than fish and service, assistance, and emotional support animals, are not allowed in housing. Piranhas, oscars, and other carnivorous fish are not permitted in the residence halls.
 - a) Fish bowls and aquariums, less than 10 gallons in capacity are permitted for fish only.
2. All residents of a room, suite, or townhouse will be charged a special cleaning fee if any type of pet (unauthorized animal) is found to have resided in the unit for any amount of time. In addition, residents will face a code of conduct violation.

L. Reporting Repairs

1. For urgent and emergent repairs, residents must contact Facilities Services at 585-245-5662 immediately and email their Area Coordinator or Residence Director to keep them informed.
2. Residents are responsible for reporting needed repairs to their assigned room, suite, or townhouse. Self-repair is not permitted.
3. Residents can report repairs by submitting a work order.
 - 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) Once a resident submits a request for maintenance personnel to repair something in their room, the student acknowledges that the maintenance staff may enter without further notice.
4. Work order submission to completion of request is generally two to five business days. Repairs not completed by Facilities Services within five business days should be reported to their Resident Director or Area for follow up.

M. Smoking - SUNY Geneseo is a [Tobacco Free Campus](#)

1. SUNY Geneseo prohibits Smoking and the use of all Tobacco Products on all College Property, regardless of location. Smoking is prohibited in all on-campus residences at SUNY Geneseo.
2. Smoking and the use of Tobacco Products shall not be permitted on or in any College Property including, but not limited to any enclosed place, athletic facility, office, classroom, hallway, waiting room, restroom, meeting room, community area, performance venue and private residential space within SUNY Geneseo owned or operated housing.
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.
4. Residents are responsible for any damage caused by smoking to the same extent as they are responsible for other damage to University premises as described in this Agreement. Damage includes, but is not limited to, deodorizing carpet or upholstered objects, additional paint preparation, replacement of window coverings, and repair or replacement of carpet or upholstered furniture, countertops, or other surface damaged due to odor, burn marks, and/or smoke damage.

N. Structural Modifications

1. It is not permitted to chalk or paint exterior or interior walls, doors, floors, furniture, and general College Property.
2. It is not permitted to make changes or adjustments to College Property.

O. Sustainability

1. Utilities are provided by SUNY Geneseo. Residents are requested to conserve energy when possible by:

- a) keeping windows and doors closed
- b) turning off lights when not in use
- c) shutting off water sources when not in active use

P. Wifi Equipment

1. WiFi transmitters or networking equipment are critical infrastructure that ensures reliable internet connectivity for the entire residential community. Students must not disconnect, relocate, tamper with, or damage any college-installed these devices.
2. Prohibited Actions:
 - a) unplugging or powering down WiFi transmitters
 - b) moving equipment from its designated location
 - c) covering or obstructing transmitters in ways that impair their signal strength
 - d) attempting to plug in any device to a WiFi Transmitter (these are not ethernet ports for student use)
 - e) installing personal WiFi routers, access points, or transmitters as they may interfere with the college network (including use of WiFi enabled printers)

VI. Requirements for Safe and Secure Living

- A. Students must adhere to the code of conduct for SUNY Geneseo:
https://www.geneseo.edu/handbook/policies_procedures
<https://www.geneseo.edu/handbook>
- B. Security cameras are located throughout the residence hall community. Information recovered from these cameras can be used to investigate possible violations of law and/or Residence Life or Student Code of Conduct or other university policies.
- C. Residence Hall Security: Activities that could endanger the safety of persons and/or damage property are prohibited within the residence halls. Determinations by authorized College personnel as to the permissibility or impermissibility of specific activities shall be final and conclusive. The following acts are prohibited as they compromise residential security: *(this list is not exhaustive)*
 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.
 - a) Window screens and limiters must remain permanently in place. Material (cardboard, foil, etc.) cannot be placed in windows for fire safety reasons.
 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 Entry, Use, or Trespassing: Trespassing or entry 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, college 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.

D. Keys and Lockouts

1. Residents are responsible for keys and the ID card issued to them.
2. Students are expected to keep their rooms locked and carry their keys.
3. Residents must lock their doors when they leave their room, suites, or townhouse and have the applicable access method (key and ID card) to these doors with them at all times.
4. Lockouts occur when a resident is locked out of their room and/or their residence hall. Lockouts do happen, but should be the exception. After experiencing three lockouts in one semester, residents will be documented and face conduct charges.
5. Residents may not give their keys to another person. Transferring, duplicating, or altering a key or card is prohibited. Residents in violation will be responsible for the cost of the replacement and receive conduct charges with applicable sanctions.
6. If a key is misplaced, broken, or stolen, the resident will be issued a new key and the cost of replacement will be charged to the resident's account.
7. Keys must be returned upon departure or the resident will be charged to replace the key and for a lock change.
8. Failure to pick up and sign for keys does not release residents from their housing license responsibilities, including cost.
9. Residents moving from one housing assignment to another where access/entry is managed with a key, must pick up their new housing keys and return the keys for the housing they have vacated within 48 hours of the move or a lock change will be completed and an additional \$150.00 charge placed on the student's account.

E. Prohibited Activities (*list is not exhaustive*)

1. The following activities are strictly prohibited in SUNY Geneseo residences and will lead to documentation resulting in code of conduct violations and possible fees or restitution:
 - a) compromising the security of the residential facility
 - b) gambling
 - c) participating in drinking games
 - d) smoking, vaping, huffing, puffing, or the like
 - e) soliciting, sales, or money-making form of business operated from SUNY Geneseo housing (commercial, political, and religious)

- f) playing audio speakers out windows
- g) providing, creating, using bed-raising/lofting equipment
- h) playing sports inside residence halls, walking paths, sidewalks, or grounds nearby
- i) using skateboards, bikes, roller blades, scooters, or similar devices in any area of college housing is prohibited
- j) removing of College property from its assigned location without permission from a Residence Life professional staff member
 - (1) indoor furniture may not be placed on porches, decks, or outside of rooms, suites, or townhouses.
- k) removing screens or windows or breaking a security screen seal for non-emergency purposes
- l) using tacks, nails, or adhesives (except easily removable painter's tape) on walls or doors
- m) chalking or painting exterior or interior walls, doors, floors, furniture, and general College Property
- n) entering or exiting a building through a window or unauthorized entrance or exit
- o) sub-letting or allowing a portion of a residence hall room to be used or occupied by others
- p) occupying a room by persons other than those assigned
- q) affixing any object to the ceiling
- r) tampering with, altering, or changing any building system
- s) obstructing fire and emergency alert systems - strobe lights, smoke detectors, sprinklers, etc
- t) modifying toilets, showers, and sinks
- u) utilizing the common room or living room area of an apartment/suite as a bedroom
- v) sleeping in lounges
- w) improper use of and/or failure to adhere to specific instruction and direction for use of electrical outlets leading to more than one blown circuit breaker may be considered a conduct violation

F. Prohibited Items (*list is not exhaustive*)

1. The following items and actions 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, jack knives, decorative knives, metal tip darts, and dart boards (*kitchen knives and folding pocket knives are permitted*)
 - c) explosives - dangerous chemicals, explosive devices of any kind, and fireworks
 - d) non-college purchased mattresses and anything placed on a college issued bedframe that is not a college issued mattress
 - e) live non-potted trees (holiday trees)

- f) lighting sets in corridors and around room doorways or in contact with paper or combustible decorations, hung from ceilings, or attached using tacks or nails.

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.

3. Personal Electric Transportation Devices (E-Mobility)

Language provided by SUNY Geneseo EHS

- a) To balance our concern for community safety, our commitment to sustainability and the ability to use these means of transportation, the College prohibits the storage, charging, and use of personal electric transportation devices in any buildings or residence halls.
- b) Personal electronic transport (e-mobility) devices include: electric bikes, scooters (medical scooters excluded), hoverboards, wheelies, unicycles, skateboards, etc.
- c) This policy includes storage, transport, operation, and maintenance of e-mobility devices and responds to recent reports from the Consumer Product Safety Commission regarding potential fire hazards resulting from lithium-ion batteries that power these devices.

G. Health & Hygiene Safety

- 1. Sanitary standards: Students are required to comply with College health standards and local health codes. Residents are expected to maintain their rooms, suites, townhouses, and bathrooms in an orderly and sanitary condition. Unhealthy living conditions include but are not limited to: hoarding behaviors, rotting food, unclean bathroom facilities, noxious 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.
 - a) Noxious odors are concerning and impactful to not only specific residents of a room or suite, but also the members of the residential community. A noxious odor is an aroma of such intensity that it becomes apparent to others. When a noxious odor can be localized to a particular room, suite, or apartment, the resident(s) must correct the matter as directed by Residence Life and Facilities Services staff.

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 kicking, 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 Room: 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.
 - a) Residents will be charged for excessive trash removal, extermination of rodents, insects, and pests, and any damage.
6. Pests: Residence Life, in partnership with Facilities Services, utilizes services of an exterminating company to help keep the environment pest free. Residents share in the responsibility of keeping their areas clear of debris that may encourage pests to manifest. When there is a concern, residents must alert their Area Coordinator /Residence Director and Facilities Service by submitting a work order. Residents may be held responsible if the cause of the pests was a direct result of living conditions or contaminated furniture/bedding brought into the residence halls.
 - a) Residents are not moved to another residence hall room as a result of pests.
 - b) Residents will be notified when their room needs to be entered when possible to resolve pest concerns. If there is an urgent need for professionals to enter a resident's room, advanced notification may not be possible. Reasonable notice will be given when possible. Residents may not make direct appointments with external vendors.

H. 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](#).
- I. Cannabis: UPD and Residence Life will 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) 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.
 - (1) 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.
 - (2) 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:
 - (1) Use.

(2) 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).

(3) Giving.

- (a) 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:
 - (1) Removal. Students twenty-one years of age or older may immediately remove cannabis from campus.
 - (2) Surrender. Students twenty-one years of age or older may choose to surrender cannabis to UPD for destruction.
 - (3) 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.

J. Fire Safety

- 1. Prohibited Actions: All residents and guests (all persons) must evacuate the building immediately when a fire alarm sounds. Disciplinary action and/or arrest may result for those who fail to evacuate; cause false alarms without reasonable cause; interfere with the proper functioning of a fire prevention or detection system; tamper with or remove fire hoses,

extinguishers, smoke or heat detectors, carbon monoxide detectors, or fire safety apparatus; disable or cover room, suite, or apartment detector.

- 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: cooking in any residence hall room (other than via a microfridge).
 - (1) Residents have access to at least one community kitchen in each residence hall.
- c) Affixing: 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 for guests: failure to adhere to fire code maximum number of guests per apartment/room. Maximum capacity is equal to double the occupancy of a room plus one.
 - (1) A standard double room would allow for five people in the room ($2 \text{ residents} \times 2 + 1 = 5$) or $2X+1=\text{guest/resident capacity}$
- f) Causing a fire: initiating a fire in or about a residence hall.
- g) Possessing unauthorized furniture.
 - (1) Upholstered furniture must meet requirements of Sections 805.4.1.1 through 805.4.1.3 of NYS Fire Code
 - (2) Upholstered furniture must be in accordance with ASTM E1537 or California Technical Bulletin 133.
- h) Creating an inhibited egress - arranging furniture or other items that prevents or inhibits egress.
- i) Operating, storing, performing maintenance on an e-mobility device.

2. Prohibited Items

- a) Specific Cooking Appliances
 - (1) See section G.4
- b) Extension cords and multi-plug wall outlets
- c) Non-college beds and mattresses
 - (1) mattress toppers must be compliant with ASTM E1590 or California Technical Bulletin 129 or 133
- d) Bead curtains in doorways
- e) Cinder or cement blocks
- f) Lighting and lamps: neon lights, halogen lamps, or multi-headed lamps
- g) Heating or cooling units: air conditioning unit, immersion heaters, or space heaters (unless provided by the College or as an approved accommodation)

- h) Non-portable electrical appliances
 - (1) all lighting and appliances must be UL/CTL/ETL certifications
- i) Fog and smoke machines
- j) Mercury thermometers
- k) Laundry equipment - washers and dryers
- l) Freestanding freezers
- m) Dishwashers
- n) Hot tubs
- o) Waterbeds
- p) Lighter fluid, charcoal, and propane tanks or cylinders
 - (1) Residents are encouraged to use non-fuel charcoal "chimneys" to light coals for use in the outdoor grills.
 - (2) Residents should contact a Residence Life professional staff member or Environmental Health and Safety to dispose of leftover barbeque fuel or charcoal.
- q) Gasoline-operated vehicles: motorbikes, scooters, etc.
- r) Personal Electric Transportation Devices (E-Mobility)*
 - (1) The College prohibits the storage, charging, and use of personal electric transportation devices powered by lithium ion batteries in any buildings or residence halls. *excludes medical scooters
 - (2) Storing and/or charging of lithium ion batteries and or the personal electric transportation device (e-mobility device) in residence halls is strictly prohibited due to overheating and explosion concerns.

3. Allowable Items

- a) UL-approved, electrical, polarized, grounded power strips with fuses (or circuit breakers); all lighting and appliances must be UL/CTL/ETL certified
 - (1) Residents must never "daisy-chain" or plug approved power strips together.
 - (2) The maximum fused amperage of such devices must not exceed 15 amps.
- b) Refrigerators
 - (1) Specifications: less than 2.0 amps at 120 volts AC/3.6 cubic feet (including approved micro-fridge units)
 - (2) Refrigerators must be plugged directly into a wall outlet, not into a power strip.
- c) The following small electrical appliances are permitted for use in residence hall rooms:
 - (1) gaming systems
 - (2) electric blankets with automatic shutoff
 - (3) coffee maker or water kettle with temperature control and automatic shut off

- (4) television, stereo, etc.
- (5) air popcorn maker
- (6) hair care appliances with automatic shutoff
- (7) personal computer
- (8) electric fans
- (9) iron with automatic shut-off

4. Cooking Appliances

- a) Permitted in Kitchen Areas: toaster ovens, microwave ovens, hot plates/pots, pop-up toasters, air fryers, toasters, rice cookers, and crock pots
 - (1) Kitchen Areas are identified as the kitchens in the Saratoga Townhouse Units and communal kitchens with sinks, microwaves, and stoves in the Residence Halls.
 - (2) These items cannot be used in suite common areas or a residential bedroom.
- b) Prohibited in all college owned residential buildings, dwellings, rooms, suites, townhouses, etc.: George Foreman-type grills, panini makers, outdoor cooking grills, deep-fat fryers, waffle makers, open-flame cooking
- c) Keurig Coffee Makers are prohibited in Monroe Residence Hall.
- d) Storage:
 - (1) Proper storage of all cooking appliances is required. If stored in a residential bedroom, it should be clear that the cooking appliance is not and never has been used in the space. Ex: in the original packaging, in a cupboard or storage tub, etc.

K. 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.

L. 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.

M. Inspections

1. SUNY Geneseo reserves the right to enter, repair, inventory, inspect, or search; and the Student expressly consents to such entry or entries into any student space at any time, including but not limited to health and safety inspection or apartments and residence hall rooms. This includes the College's staff, University Police officers, Facilities staff, and any other College employees or contracts who have a legitimate need to enter the space, as determined by the College in its sole discretion.
2. 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) Routine Fire Inspections of residence halls will occur with the State Fire Marshal once or twice a semester.
3. 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.
4. 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.
5. Residents are entitled to 24-hour notification of a need to enter their room for non-emergency circumstances.
6. 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 or registered 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 the resident 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, 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. 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 contagions, 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.

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.

XI. Agreement

- A. By submitting a housing application and executing this agreement, 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. I consent to receiving communications from Residence Life staff, via Navigate, phone, email, Group Me, and text message to the contact information I have provided to SUNY Geneseo. I also recognize that the College reserves the right to make changes to this document with appropriate notice.

Appendix A: Definitions

1. Residence Life professional staff member refers to any or all of these Residence Life staff members: Area Coordinator (AC), Residence Director (RD) also known as Residence Director Intern (RDI), Assistant Director, Associate Director, or Director.
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 at Geneseo.
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", "College", or "University" regard this term as SUNY Geneseo.