Dutchess Community College Association Inc.
Housing License and Agreement Form

The Residence Hall License covers the academic year (fall and spring semesters), or from the time the license is submitted to the end of spring semester. All students who submit a license at the beginning of, or during the academic year will be required to remain in the residence hall for the entire period covered by the license. This provision is in effect if the student is enrolled in 12 or more credits for the entire period covered by the license.

Dutchess Community College Association
HOUSING LICENSE AGREEMENT FOR FALL 2013 – SPRING 2014

This License Agreement sets forth terms and conditions upon which a Dutchess Community College (the "College") student (the "Resident") may apply for occupancy of, and may occupy, the residence hall (the "Residence Hall") operated by the DCC Association ("The DCC Association"). Each actual or prospective Resident, by his/her submission of Housing Application/License form, agrees to these terms and conditions. This License Agreement does not create an interest or right in real property, and may be terminated by the DCC Association as provided herein.

Eligibility. In order to be eligible to reside in the Residence Hall, a student must comply with the terms of this License Agreement and:

- Submit a Housing Application/License form.
- Remit a $300 housing/security deposit. Housing may be limited, therefore the DCC Association will refund the $300 housing/security deposit for applicants who cannot be accommodated in the Residence Hall.
- Remit a non-refundable application processing fee of $25 for Dutchess/Putnam residents or $50 for all others.
- Be a full-time matriculated student enrolled in no more than three credits in online courses. Full-time is defined as 12 credit hours or more; this includes courses added or dropped during the add/drop period.
- Be 18 years of age by December 31 of the academic year he or she is planning to live on campus.

New students accepted for the Fall 2013-Spring 2014 academic year, who live in counties other than Dutchess and Putnam must have a high school average of 70 or higher in order to live in the Residence Hall. Those who do not meet this requirement may attend the College but not live on campus until completing at least one full-time semester at the College and demonstrating satisfactory academic progress by achieving a GPA of 2.0 or higher.

Students are required to maintain 2.0 overall GPA in order to remain in housing. Students who are placed on Academic Probation will go before the housing committee on an individual basis to determine if the student is eligible to return to housing. Students who are academically dismissed will not be allowed to return to housing and will need to remove their belongings within 72 hours of notification.
The DCC Association reserves the right to elect to terminate this License Agreement if the Resident fails, at any time, to meet the eligibility criteria, or as otherwise specified in the Agreement.

Housing is limited, rooms are not guaranteed, and the DCC Association reserves the right to make all room assignments and re-assignments of a Resident and other occupants of the Residence Hall in its sole discretion.

Individuals who, in the opinion of the College’s Vice President and Dean for Student Services or the Behavioral Assessment Team (BAT), pose a danger to themselves or to other residents will not be permitted to live in the Residence Hall. Persons registered as sex offenders pursuant to state or federal law are deemed to represent a danger within the meaning of the preceding sentence and, as such, may not live in the Residence Hall. Individuals who, in the opinion of the College’s Vice President and Dean for Student Services or the Behavioral Assessment Team are not age-appropriate for housing designed for traditional college-age students, will not be accepted to live in the Residence Hall.

Prospective residents must satisfy all applicable health requirements prior to placement in the Residence Hall. The New York State Public Health Law requires all post-secondary students living in a residence hall at a college and university to demonstrate proof of immunity against measles, mumps, rubella and meningitis (or a signed meningitis waiver). Immunization for Hepatitis B is strongly recommended.

Anything to the contrary notwithstanding, the DCC Association reserves the right to reject applicants or to terminate this License Agreement at any time if it determines, in its sole discretion, that such action is in the best interests of the DCC Association, the College, their respective residence life programs and operations, and/or other Residents. Without limiting these absolute rights, the DCC Association may reject an applicant or terminate this License Agreement if a prospective or actual Resident fails to meet the eligibility criteria, or otherwise to comply with the terms and conditions, specified in this Agreement.

Other Conditions. Resident must comply with Dutchess Community College’s Rights and Responsibilities Handbook, Code of Conduct, Conklin Hall Policy Manual, and any federal, state or municipal laws, codes, rules or regulations applicable to the use and occupancy of the Residence Hall, each as they may exist from time to time. Without limiting the DCC Association’s absolute right to terminate this Agreement at any time as described above, the DCC Association may terminate this License Agreement in accordance with the procedures set forth in the DCC Code of Conduct Handbook and/or the DCC Residential Hall Policy Manual (as applicable) in the event a resident violates any of the aforementioned requirements.

Term. Except in circumstances in which the DCC Association permits a student to commence occupancy during an academic year, the term of occupancy under this Agreement shall be for the Fall 2013-Spring 2014 Semester. Accommodations will be available only when classes are in session. Resident must vacate his/her room prior to the official closing time of the Residence Hall or, earlier if within 24 hours after his/her last final exam.
In the event Resident withdraws during a Semester, he/she must vacate the Residence Hall within 24 hours after withdrawal, or within such shorter or longer period as the Residence Life office may prescribe in its sole discretion.

**Fees. Fall 2013-Spring 2014.** The housing fee per Semester is $3,950 for a single occupancy room and ranges from $3,300 to $3,500 for a double occupancy room depending on suite configuration. All students living in the residence hall must choose a meal plan ranging in cost from $1,100 - $1,400 per semester. The housing and meal plan fees are payable in full prior to the Fall 2013 move-in day according to the due date designated on the bill sent by Student Accounts.

Without limiting the DCC Association’s absolute right to terminate this Agreement at any time as described above, the DCC Association may terminate this License Agreement in the event that Resident fails to make any payment on or before the date due.

If Resident intends to pay for housing, meal plan, tuition and fees with financial aid, he/she should file the Free Application for Federal Student Aid (FAFSA) as soon as possible with respect to the 2013-2014 academic year. Any balance due after estimated aid is applied, or deferred against financial aid, must be paid prior to the Fall 2013 move-in day according to the due date designated on the bill sent by Student Accounts. **If Resident's payment for housing includes approved financial aid, he/she will be fully obligated to pay the balance of any housing and meal plan fees remaining as a result of financial aid not materializing or being forfeited (as a result of withdrawal, dismissal, dropping of classes, failure to meet academic progress requirements, or other reasons).**

**Terminations/Refunds** The housing/security deposit is not considered advance payment of the housing fee. The deposit will be retained by the DCC Association until Resident first occupies his or her assigned room, after which time it will serve as a security deposit to be retained by the DCC Association as security against (a) damage to the Residence Hall or furnishings and (b) payment of housing related fines and charges. Thereafter, the housing/security deposit will be refunded within sixty (60) days of the expiration or termination of this License Agreement, provided damage charges have been paid in full and there are no additional damage, housing or college related fines/charges. If the housing/security deposit is insufficient to pay for any damage assessments, fines or charges for which Resident is responsible, he/she shall pay the difference to the DCC Association upon demand.

Without limiting its right to revise the terms and conditions of this License Agreement at any time, the DCC Association reserves the right to modify any or all of the fees payable by Resident at any time upon written notice to Resident. If Resident is unwilling to pay the revised fees, he/she may terminate this License Agreement upon written notice to DCC Housing provided on or prior to the date specified in the DCC Association’s billing statement.

Resident shall pay to the DCC Association on demand all costs of collection incurred by the DCC Association in enforcing its rights to payment under this License Agreement, including collection agency fees, attorneys’ fees and court costs.
Notwithstanding the foregoing, if an applicant is advised that a room is not available, the student will remain on a waiting list, unless he or she requests a refund of the $300 deposit by emailing studenthousing@sunydutchess.edu.

**Housing Fee.** Once Resident has been assigned a room, he/she is responsible for payment of all room and dining charges under this License Agreement except as provided below.

If Resident notifies the DCC Association in writing (studenthousing@sunydutchess.edu) of his/her desire to terminate this License Agreement voluntarily prior to the fall 2013 move-in date, he/she is entitled to a refund of prepaid housing fees (other than the housing/security deposit, which is subject to the refund provisions set forth above) and/or release of liability for unpaid housing fees as outlined below.

**Housing Notification Timetable and Deposit Refunds:**
Housing assignment notifications will be made via telephone and email ON A ROLLING BASIS beginning April 1, 2013 and continuing throughout the spring as space becomes available. Specific suite/room assignments will be made in August. All housing communication will be sent to the student’s myDCC email, so students must check often for this important information. Students who are notified that they have received a housing assignment have until May 1, 2013 or within 5 days of receiving notification (whichever is later) to decline the assignment and request a refund of the $300 deposit. Within this period, declinations of housing and refund requests should be emailed to: studenthousing@sunydutchess.edu. Application processing fees are not refundable.

If you do not receive a housing assignment, your deposit will entitle you to be moved to a waiting list, and you will be notified if a room becomes available. If you do not wish to remain on the waiting list for housing and would like a refund of your $300 deposit, submit a request in writing to: studenthousing@sunydutchess.edu. Application processing fees are not refundable.

**Involuntary Terminations.** Notwithstanding the foregoing, the DCC Association will retain Resident’s housing fee and terminate this License Agreement, and Resident will remain responsible for any unpaid balance due for the 2013-2014 academic year, if Resident is involuntarily withdrawn from the College or removed from residency in the Residence Hall during the term of the License.

**Voluntary Terminations/Release from the License.** As previously stated, by submitting a Residence Hall License a student agrees that he/she will live on campus for the entire period the license is in effect. The license is effect from the day a student moves onto campus, until the Residence Hall closes at the end of the spring semester of the academic year covered by the License.

Dissatisfaction with a roommate, room, and/or meal plan does not meet the criteria necessary to justify a release from the license.

Residents wishing to depart voluntarily must complete and get approved for release from this agreement prior to departing the resident hall. Applications for Release may be obtained at the Office of Residence Life. Upon release approval, resident will remain responsible for any unpaid balance due for the 2013 Fall – 2014 Spring academic year covered by the License. Students who are granted a release must vacate their room within 24 hours.
Residents who, due to a physical or psychological condition that makes it impossible to continue to live on campus, wish to move out of the residence hall during the period covered by the License, must apply for a release from the Residence Hall License. Under these extenuating circumstances, a prorated refund may be applied to the student’s account, based on the date he/she checks out of the residence hall. Prorated refunds are approved on a case-by-case basis. Please see Requests for Exemption/Appeals section below.

A resident who moves out during the term of residency covered by the license will continue to be liable for room and meal charges that accrue against his or her account for the entire semester, unless there are extenuating medical circumstances that lead an appeals committee to rule otherwise. Failure to remove personal belongings from the Residence Hall will result in storage fees based on a daily rate of $25. After 7 days, any and all personal belongings remaining at that time may be dealt with as the Director of Residence Life deems appropriate.

License Revocation. The Department of Residence Life and Housing plays a primary role in fulfilling the College’s responsibility to maintain a safe and orderly environment within the residence hall. Therefore, it reserves the right to cancel a student’s Residence Hall License if he/she engages in behavior that may include but not be limited to the following:

1. Behavior that poses a danger to others;
2. Behavior that is disruptive and/or destructive to the Residence Hall environment;
3. Behavior that interferes with the educational mission of the College and the academic pursuits of other residents; and/or

If a student is removed from the Residence Hall as a result of disciplinary action, no refund will be granted and the student will remain responsible for room and meal charges that accrue against his or her account for the entire semester. Failure to remove personal belongings from the Residence Hall will result in storage fees based on a daily rate of $25. After 7 days, any and all personal belongings remaining at that time may be dealt with as the Director of Residence Life deems appropriate.

Withdrawals/Leave of Absences. Students who officially withdraw or take a leave from the College during a semester must vacate their residence hall within 24 hours after the date of their withdrawal or leave of absence takes effect.

Residents who move out during the term of residency covered by the license will continue to be liable for room and meal charges that accrue against their account for the entire semester, unless there are extenuating medical circumstances that lead an appeals committee to rule otherwise. Failure to remove personal belongings from the Residence
Hall will result in storage fees based on a daily rate of $25. After 7 days, any and all personal belongings remaining at that time may be dealt with as the Director of Residence Life deems appropriate.

Requests for Exemption/Appeals. If Resident wishes to terminate this License Agreement upon financial terms different from those contained herein, or 2) this License Agreement is terminated by the DCC Association and the Resident desires financial terms different from those contained herein, the Resident must submit a "Request to Terminate Housing License" form at least 30 days prior to the proposed date of a voluntary termination. The DCC Association will determine Resident’s financial responsibility (including the amount of the appropriate refund, if any) in its sole discretion after giving consideration to factors including but not limited to: A) documented individual circumstances beyond Resident’s control which were not reasonably foreseeable at the time this License Agreement was entered into and B) the administration of the residence hall program, including but not limited to the extent of space available in the Residence Hall and the DCC Association’s ability to fill Resident’s room with another student. Resident’s failure to give proper notice may result in the "Request" being denied and the assessment of a full room charge.

Resident may appeal the initial determination in accordance with DCC Residential Hall Policy Manual. An appeal should be directed in writing to the Vice President and Dean for Student Services. Appeals due to medical conditions require official documentation from qualified medical personnel.

Students Called to Military Service. If resident is enlisted and called to military service, he/she may be exempted from some or all of the foregoing provisions as provided in the DCC Residential Hall Policy Manual.

Spring License Waiver. The Housing License is in effect for the entire academic year (fall AND spring semesters), terminating at the end of the spring semester. All students who submit a license at the beginning of, or during the academic year will be required to remain in the residence hall for the entire period covered by the license. This provision is in effect if the student is enrolled in 12 or more credits for the entire period covered by the license. A Resident who wishes to terminate their license after the fall semester must request a release in writing, by use of this License Waiver no later than December 3, 2013. In the event that the license waiver is granted, the damage deposit will be refunded within sixty (60) days of the move-out date above, less any damage, housing or college related fines/charges. If the damage deposit is insufficient to pay for any damage, housing or college related fines/charges for which the Resident is responsible, he/she shall pay the difference to the DCC Association upon demand.

A Resident who requests a License Waiver after December 3, 2012 is subject to a Housing Withdrawal Fee of $300 and remain responsible for any additional damage, housing or college related fines/charges.

A Resident who requests a License Waiver after January 3, 2014, will be subject to a Late Housing Withdrawal Fee of $500 and remains responsible for any additional damage, housing or college related fines/charges.
Residents who fail to officially cancel their housing assignment and meal plan by use of this License Waiver prior to move-in day will be responsible for housing and meal plan charges for the entire 2014 spring semester.

Important Note: Withdrawal from the Housing License does not include withdrawal from the College. Students who plan to withdraw from the College must contact the Registrar’s Office located in the Orcutt Student Services Center.

Use. Resident’s assigned suite and room shall be occupied exclusively by Resident (and other assigned residents) for residential use only. Resident shall not use the suite or room, or any other part of the Residence Hall, for any commercial business or purpose without the prior written consent of the DCC Association. Resident may not assign, sublease or otherwise transfer his/her right of occupancy created by this License Agreement in whole or in part. Students may not change rooms without permission from the Office of Residence Life and Housing. Failure to obtain permission will result in a fine.

Roommates. If a Resident is given the opportunity to request a roommate, the DCC Association shall have no obligation to have one or more other residents of his/her suite be the specific person or persons identified by Resident. In the event that any other resident of the suite shall fail to take occupancy, or shall cease to occupy the suite pursuant to a Housing License Agreement with the DCC Association, the DCC Association shall have the right, but not the obligation, to make the space available to replacement residents. The DCC Association has no obligation to obtain permission from Resident with respect to alternative or replacement residents of the suite and shall have no obligation to inform Resident of new resident assignments.

Resident’s Duties upon Termination. If this License agreement expires or is terminated for any reason, Resident must return all keys and vacate his/her room within 48 hours, or within such shorter or longer period as the Residence Life Office may prescribe in its sole discretion. Failure to remove personal belongings from the Residence Hall will result in storage fees based on a daily rate of $25. After 7 days, any and all personal belongings remaining at that time may be dealt with as the Director of Residence Life deems appropriate.

Right of Inspection and Occupancy:

- The DCC Association reserves the right to authorize College/DCC Association staff or appropriate designees to enter any part of the Residence Hall, including Resident’s room and suite, at any time without prior notice.
- Public Safety and Resident Life Staff may, at any time for any reason, deny person(s) access to the resident halls and/or require person(s) to leave college property.
- All resident hall students are responsible for the whereabouts, possessions and behavior of their guests when guests are allowed in the resident hall.
- All person(s) entering the resident hall are required to present a valid photo ID and may be subject to search of person or property.
- The Resident Life Staff will inspect suites on a regular basis.
**Damages.** Residential students are responsible for any damage to their rooms and suites, and any DCC Association or College property in them. Any damage in Resident’s room or suite that cannot be attributed to individual resident(s) will be considered the joint responsibility of the occupants of the room or suite. Damage in public areas of the Residence Hall will be assessed to Residence Hall residents at the discretion of DCC Housing. Residents are personally responsible for damage caused by the acts of their guests or invitees.

**Permission.** Resident grants permission to the DCC Association and the College, acting through their respective employees, agents and representatives, to contact at any time his/her parent(s) or guardian(s) regarding any issue related to Resident’s occupancy of the Residence Hall. The purpose of this disclosure is to enable the DCC Association and the College to exercise their respective rights and responsibilities in connection with the operation of the Residence Hall.

**Personal Injury, Property Loss or Damage.** Neither the DCC Association, the College, nor the County of Dutchess shall be liable for any personal injuries sustained by Resident or by any of Resident’s guests or invitees in or about Resident’s room, suite or other areas in or about the Residence Hall, or for any loss of, damage to or theft of Resident’s personal belongings or those of his/her guests or invitees, resulting from any cause whatsoever unless the injury, loss, damage or theft is caused by the gross negligence or willful misconduct of the DCC Association or the College or the County of Dutchess.

**Interruption of Service.** Resident will receive no reduction or refund of housing fees, nor will the DCC Association or the College be liable to Resident, as a result of interruption of services to utilities, appliances, or other equipment due to repairs, defects or circumstances not caused by the gross negligence or willful misconduct of the DCC Association or the College.

**Notice Regarding Temporary Housing.** If necessary, the DCC Association may temporarily assign Resident to alternative housing facilities not on the campus of the College ("Temporary Housing Facilities") or make other arrangements. The DCC Association will provide notice to Resident of such Temporary Housing Facilities or other arrangement. This License Agreement will remain in full force and effect during Resident’s occupancy of the Temporary Housing Facilities, shall apply to such occupancy as appropriate to the context, and the housing fees due and payable hereunder will continue to be due and payable without adjustment or reduction.

**Amendment of Terms and Conditions.** The DCC Association may revise these terms and conditions at any time. The revised terms and conditions shall be binding upon Resident and the DCC Association as of the date they are first posted on the Housing tab on myDCC.

**Dates of Operations for Fall 2013 – Spring 2014:**

Saturday, August 24, 2013: Residence Hall will open for new students

Sunday, August 25, 2013: Residence Hall will open for returning students
Saturday, October 12 – Tuesday, October 15, 2013: Columbus Day break, No credit classes. Students are encouraged to leave for this break.

November 27, 2013: Residence Hall will close for Thanksgiving at 5 p.m.

December 1, 2013: Residence Hall will reopen on at 12 p.m.

December 13, 2013: Residence Hall closes on at 5 p.m. for all students who don’t have block finals. All students who have block finals between December 16 -18 must vacate the building within 24 hours of their last final.

HOUSING LICENSE AGREEMENT ACKNOWLEDGMENT
FALL 2013 – SPRING 2014

By checking the box below you acknowledge and agree to the terms of this license and furthermore agree to accept your housing assignment. Students who are notified that they have received a housing assignment have until May 1, 2013 or within 5 days of receiving notification (whichever is later) to decline the assignment and request a refund of the $300 deposit. Within this period, declinations of housing and refund requests should be emailed to: studenthousing@sunydutchess.edu. Application processing fees are not refundable. Failure to decline your assignment within the timeframes above will result in forfeiture of your housing deposit.

No Shows/Late Check-in. Students who do not check-in by 5 p.m. and have not notified the Office of Residence Life & Housing of a late check-in, will forfeit their assignment and are not eligible for a refund of their $300 housing deposit.