

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 Inc.
Student Housing License Agreement (License Agreement)
Fall 2020-Spring 2021**

Disclaimer: Please review this agreement in its entirety as you are responsible for the information contained within. Once confirmed for housing, students accept full financial responsibility for the entirety of the semester(s) for which they are registered and in residence.

Eligibility: In order to be eligible to reside in the Conklin Hall, a student must comply with the following:

1. Register to become a full-time matriculated student. New students must be enrolled in no more than three credits in online courses. Full-time is defined as 12 credit hours or more.
2. New students must submit a high school transcript. Please be aware that students from counties other than Dutchess and Putnam must have a high school average of at least 75 (or a minimum TASC score of 2800) in order to be eligible to live in the residence hall. Students who have less than the required high school average and reside within Dutchess or Putnam will be evaluated on an individual basis.
3. Students transferring from another college must submit all previous college transcripts and demonstrate a cumulative GPA of 2.0 or higher. Transfer students who have less than the required GPA and reside within Dutchess or Putnam will be evaluated on an individual basis.
 - o Questions about transcripts should be directed to the Admissions Office at (845)431-8010 or admissions@sunydutchess.edu.
4. Returning students must maintain a 2.0 cumulative GPA.
5. FAFSA application submitted or waiver indicating you won't be using financial aid. Financial aid requirements complete and packaged and/or the payment plan in place for estimated housing fees.
 - o Students must not have an outstanding balance with the college in order to qualify for housing.
 - o Questions about your bill and/or financial aid requirements should be directed to Student Financial Services at (845)431-8060 or financial-aid@sunydutchess.edu or student-accounts@sunydutchess.edu.
6. Required proof on immunizations, a Resident Health Form, and a copy of your insurance card to the Health Office within two weeks of housing acceptance.
 - o Questions about health requirements can be directed to the Health Office at (845)431-8075.

This License Agreement sets forth terms and conditions upon which a Dutchess Community College (College) student (resident) may apply for occupancy of, and may occupy, the residence hall operated by the Dutchess Community College Association (Association). Each actual or prospective resident hereby 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 Association as provided herein.

Contract Period: The license agreement is in effect for the entire academic year (fall and spring semesters), terminating at the end of the spring semester. All residents who submit a license agreement will be financially responsible for the full semester(s) for which they are registered and in residence. The license is in effect from the day a resident moves onto campus until the residence hall closes at the end of the spring semester of the academic year.

Costs: The price for Fall 2020-Spring 2021 to live in a double occupancy room ranges from \$4,046 to \$4,281 per semester. The cost of a single room is \$4,770 per semester. Students may apply for a single room via the single room request form on myHousing. Single rooms are approved based on occupancy and spaces available with second-year students being prioritized. Applying for a single room does not guarantee the request will be granted. Students will be notified if a single room request is approved, and will otherwise be placed in an appropriate double size room. Deposits will be returned within 60-90 days of the end of the semester a student leaves housing contingent on a student having a zero-balance on their student account. Students with balances owed will have the deposit applied to their account balance. After the first day of the assigned housing period, students are responsible for the full amount of the housing and dining costs for the semester. Students who opt to leave housing before the end of the semester are not entitled to a refund and are still financially responsible for the entirety of their housing and dining bill.

Dining: All residents are required to purchase a meal plan each semester. All plans are declining balance. The DCC ID card can be used to pay for food at the registers in any of the dining locations. Any funds remaining from the fall semester, will be added to the spring semester. Any balance remaining after the spring semester will be forfeited. Estimated costs for our dining plans range from \$2030 to \$2295 per semester. During the first two weeks of the semester, meal plans can be increased or decreased. After the two-week grace period, only increases are permitted and must be done through myHousing.

There is a \$30 dining fee for housing students per semester. This fee is non-refundable after move in.

Academic Status: Residents are required to **maintain a 2.0 GPA** and full-time status (12 or more credits) to reside in the residence hall.

Residents who fail to maintain the GPA requirement are subject to removal from the residence hall at the sole discretion of the Office of the Dean of Student Services or their designee.

Residents deemed ineligible for housing will have 5 business days from the notification of ineligibility for housing to remove their personal belongings from Conklin Hall.

Failure to remove personal belongings within the allotted time period could result in any and all personal belongings remaining may be removed from the residence hall at the discretion of the Office of the Dean of Student Services or their designee.

Furthermore, it is the right of the Association, the Office of the Dean of Student Services or their designee to revoke this license and remove students from Conklin Hall for failure to maintain attendance in all registered courses.

Immunizations: The New York State Public Health Law **requires** that all students living in a residence hall at a college or university demonstrate proof of immunizations. Proof of students' immunity to measles, mumps and rubella (MMR) or religious/medical exemptions is a condition of students' registration and enrollment. The College also **requires** proof of meningitis immunization to live in a residence hall. Immunization for Hepatitis B is strongly recommended. As specified by New York State Public Health Law, residents must satisfy all applicable health requirements.

Housing Assignments and Age Requirement: Room assignments will be completed when ALL requirements have been met. Roommate requests must be made by both parties via the residents' myDCC email address to: studenthousing@sunydutchess.edu. Requests will be considered but are not guaranteed. In the event that any resident of the suite fails to take occupancy, or ceases to occupy the suite, the Residence Life Office has the right to make the space available to replacement residents. The Residence Life Office has no obligation to inform the resident of a new resident assignment. The Residence Life Office reserves the right to make all room assignments and re-assignments of residents at its sole discretion.

All residents must be full time matriculated students (at least 12 credits per semester) to reside in the residence hall. Residents who wish to reside in the residence hall must be between the ages of 18-25, all others must seek written permission from the Office of the Dean of Student Services or their designee. The minimum age requirement for living in the residence hall is 18 years of age. Students who are under the age of 18 must have a parent or guardian sign their License Agreement and must be 18 by December 31, 2020 for the fall and May 31, 2021 for the spring.

Housing assignments are completed on an ongoing basis during the summer, fall and winter periods. When housing assignments are completed, residents will be notified via their College e-mail account.

Residents who are notified that they have received a housing assignment must contact the Residence Life Office via their myDCC e-mail account within 5 days of receiving notification if they would like 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 an assignment within the timeframes above will result in forfeiture of the housing deposit and could result in the resident incurring the room and meal plan costs for the semester.

If multiple students are assigned to doubles or triples with open beds available, the Residence Life Office reserves the right to consolidate as necessary. Students will be given advance notice that there is an open bed in their room and that they may either be assigned a roommate or required to move in with another resident. Students will be given the option to buy out their room as a single or request a roommate as occupancy and eligibility allows.

Access to the Residence Hall: Resident(s) occupy the residence hall during the fall and spring academic calendar. Residents must vacate the residence hall within 24 hours after their last final exam or by the official closing time of the residence hall, whichever comes first.

Temporary Housing: In the event of an emergency, if necessary, the Association may temporarily assign resident(s) to alternative housing facilities not on the College campus or make other arrangements. The Residence Life Office will provide notice to resident(s) of such temporary housing or other arrangements. The License Agreement remains in full force and effect during resident's occupancy of the temporary housing. Housing fees continue and are payable according to the License Agreement.

Withdrawal from housing: Residents are required to notify the Residence Life Office and schedule an appointment to complete the check-out process, as well as fill out the housing withdrawal form on myHousing. Failure to notify the Residence Life Office and/or complete the form will be considered an improper check-out and will result in additional charges.

Residents who are withdrawing from housing are required to vacate their room within 24 hours upon notifying Residence Life.

Withdrawal from the License Agreement does not include withdrawal from the College. Residents who plan to withdraw from the College must contact the Registrar's Office

located in the Orcutt Student Services Center. Students who opt to leave housing before the end of the semester are not entitled to a refund and are still financially responsible for the entirety of their housing and dining bill.

Sex Offender: Persons registered as sex offenders pursuant to state or federal law are not allowed to reside in or visit the residence hall.

Entry Rights: Residents hereby grant permission to the Association and the College, acting through their respective employees, agents and representatives to enter a room or suite at any time without prior approval to ensure the safety of residents and the College. Searches may be conducted in bedrooms or common spaces locked or otherwise and may include a search of personal belongings to ensure health and safety of residents and the College at the sole discretion of the College.

Room Usage: Residents assigned suite and room shall be occupied exclusively by the resident(s) and assigned roommates/suitemates. Co-habitation by any other person is not permitted. Resident shall not use the suite or room, or any other part of the residence hall, for any commercial business and resident may not assign, sublease, or otherwise transfer his/her right of occupancy in whole or in part. Resident may not change rooms without permission from the Residence Life Office. Failure to obtain permission will result in a \$100 fine and will be referred to the Office of Student Advocacy and Accountability.

Damages: Residents are responsible for any damages to their rooms/suites and any Association or College property within the rooms/suites. Any damages in the resident's room/suite that cannot be attributed to an individual resident will be considered the joint responsibility of the occupants of the room/suite. Damage in public areas of the residence hall will be assessed to all residence hall residents at the discretion of the Residence Life Office. Residents are personally responsible for any damages caused by the acts of their guests.

Student Conduct and Parent or Guardian Notification: Residents must comply with the College's Student Code of Conduct, Residence Hall Handbook, this License Agreement and all federal, state or municipal laws, codes and rules. In the event a resident violates any of the aforementioned, the Association has an absolute right to terminate this License Agreement in accordance with the procedures set forth in the College Code of Conduct and/or the Residence Hall Handbook or Policy Manual (as applicable). The Office of Student Advocacy and Accountability will notify parent(s)/guardians when any resident under the age of 21 is found responsible for violating the College's drug or alcohol policies.

Conduct Removal: The Residence Life Office and the Office of Student Advocacy and Accountability play a primary role in fulfilling the College's responsibility to maintain a

safe and orderly environment within the residence hall. Residents who threaten or pose a risk to others or the facility may be removed from the residence hall. If a resident is removed from the residence hall as a result of a disciplinary action, no refund will be granted and the resident will remain responsible for room and meal plan charges that accrue against their account for the entire semester.

Interim Suspension and Interim Removal from Campus Housing: A resident who is placed on interim suspension or interim removal is required to exit the residence hall immediately, regardless of time of day. The College considers interim suspension or interim removal from campus housing to be an emergency. As a result, the Office of the Dean of Student Services or their designee may call the person(s) listed as the residents' emergency contact.

Student Health and Parent or Guardian Notification: The Dean of Student Services or designee may notify the parent(s) or guardian(s) of any resident who is transported to the hospital. Re-entry to the residence hall after being released from the hospital may require the approval of the Dean of Student Services or their designee. Individuals who, in the judgement of the College, pose a danger or potential disruption to other residents will not be permitted to reside in or enter the residence hall.

Fire Safety Policies: The residence hall is equipped with addressable fire alarm systems including smoke and heat detection devices. Activated fire alarm systems notify building occupants with distinctive audible and visual notification devices. All residents and guests of Conklin Hall are required to abide by all fire safety policies including those that prohibit tampering with fire equipment and smoke detectors, and require all residents to evacuate. Consequences for failure to adhere to fire safety policies or tampering with fire safety equipment may include immediate removal from the residence hall. A resident who is removed from the residence hall as a result of a violation of fire safety policy, will not be granted a refund and will remain responsible for room and meal plan charges that accrue against their account for the entire semester. The College's Annual Clery Security and Fire Safety Report can be accessed at <https://www.sunydutchess.edu/aboutdcc/safetyandsecurity/clery.html>.

Required Meetings, Orientation and Activity Fees: At various times throughout the academic year, the Residence Life Staff will host floor and building meetings. Residents are required to attend all mandatory meetings. Residents may be fined and referred to the Office of Student Advocacy and Accountability for failure to abide by these requirements.

New residents are charged a \$75 new resident orientation fee. New resident orientation is mandatory and takes place during the move-in and opening weekend of Conklin Hall. Residents who withdraw from housing, prior to move-in day, are eligible for a refund. Residents who withdraw after move-in day are not eligible for a refund.

An activity fee of \$50 per semester is charged to residents. Their designated activity fee is used to provide activities and programs for residential students. The fee is mandatory. Residents who withdraw prior to move-in day are eligible for a refund. Residents who withdraw after move-in day are not eligible for a refund.

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

Liability: Neither the Association, the College, nor Dutchess County shall be liable for any personal injuries sustained by the resident or by any of the resident's guest in/or about resident's room/suite, or other areas in or about the residence hall. Neither the Association, the College, nor Dutchess County shall be liable for any loss of, damage to or theft of resident's or guest's personal belongings, resulting from any causes whatsoever unless the injury, loss, damage or theft is caused by the gross negligence or willful misconduct of the Association, the College or Dutchess County. Resident will receive no reduction or refund of housing fees, nor will the Association or the College be liable to the 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 Association or the College. Residents are encouraged to purchase renter's insurance.

Revision(s): The Association may revise these terms and conditions at any time. The revised terms and conditions shall be binding between resident and the Association as of the date they are first posted on the Housing tab on myDCC.

The 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 Association, the College, their respective residence life programs and operations, and/or other residents. Without limiting these absolute rights, the Association may reject an applicant or terminate this license if a prospective or current residents fails to meet the eligibility criteria, or otherwise comply with the terms and conditions, specific in this agreement.

By signing electronically below you acknowledge and agree to the terms of this license, the DCC Student Code of Conduct, the Residence Life Handbook and you furthermore agree to accept your housing assignment.