

**Faculty Student Association of Tompkins Cortland Community College**  
**Residence Hall Contract Fall 2020 - Spring 2021 Academic Year**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

This contract is for one (1) full academic year. It is a revocable license which gives you the right to share an apartment and to have a bedroom in the residence halls operated by the Faculty Student Association of Tompkins Cortland Community College ("FSA"). This license will be in effect so long as you adhere to the terms of this contract and all rules and regulations issued by FSA with respect to the residence halls as contained in the Residence Life Handbook or otherwise. Please review the Residence Life Handbook at <http://www.tompkinscortland.edu/student/housing.asp>.

**All Residence Hall rates are \$8,400 per academic year.**

**Please deduct \$1,000 if contract and deposit are postmarked by July 15, 2020.**

**Break Housing Rates:** We offer break housing throughout the buildings. For break housing, the rate will be an additional \$300 per semester. Students selecting break housing will be able to stay for Thanksgiving break, winter break and Spring Break. Additionally, students with break housing can arrive early for opening and stay after year-end closing until the first summer session if needed. If a student will only need to stay for one break in a semester, they should select the break housing option and will only be charged \$100 (\$200 if staying all of winter break) for that break. The housing questionnaire will ask for requests for this type of housing. Students who know they will need to stay for even one break should request this option.

**Security Deposit:** A \$250 security deposit is required. This deposit is part of the process but does not guarantee a room. It will be refunded if you are not offered a room in on-campus housing. The deposit is refunded within 60 days after the end of the academic year subject to the following:

- If the residence hall contract is broken for any reason other than December graduation, the security deposit will not be refunded and if you remain enrolled for the spring semester (at part-time or full-time status) you will be held liable for spring room charges. If you graduate in December, but enroll in spring semester, you will still be held to the contract. You may be released from your obligation under this contract only with the written permission of FSA's Director of Student and Residence Life. All requests for release must be submitted on a Contract Release Request Form available from the Office of Residence Life. You must present compelling reasons for the requested release (i.e., marriage, activation for military duty, medical reasons). The decision as to whether to accept any such request shall lie solely at the discretion of the Director of Student and Residence Life. Once the release request is given out, there is a two week deadline to turn it in.
- Room damages (see handbook) beyond normal wear will be charged against the deposit. Damages to common areas will be charged on a pro rata basis against the deposit for all residents of that area. Damage costs exceeding the security deposit will result in a bill for the balance, with the student being placed on the "Stop List" until paid in full. Failure to turn in a room key or apartment door key immediately upon vacating will result in a charge of \$200.
- If you have any past due balance it will be deducted from your security deposit. The remaining balance will be refunded.

**Meal Plan:** Students living in campus housing are required to purchase a 14 meals per week semester plan. A 16 meals per week plan is also available. See [www.tompkinscortland.edu/student/dining\\_meal\\_plan.asp](http://www.tompkinscortland.edu/student/dining_meal_plan.asp).

**Force Majeure:** Notwithstanding the foregoing, if, by reason of Force Majeure, FSA is unable to perform or observe any agreement, term or condition hereof which would give rise to an inability to perform its obligations under this contract, FSA shall be excused from performing its obligations hereunder during the continuance of such inability. However, FSA shall promptly give notice to Student of the existence of an event of Force Majeure and shall use commercially reasonable efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within its discretion.

The term Force Majeure shall mean, without limitation, the following:

- acts of God; strikes, lockouts or other industrial disturbances; acts of terrorism or of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; pandemics or other wide-spread medical emergency; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or
- any cause, circumstance or event not reasonably within the control of FSA.

**Refund Policy:** If you withdraw from Tompkins Cortland Community College ("the College") you will be charged non-refundable tuition, fees, housing and meals according to the following schedule for 15-week courses:

Prior to the start of classes .....	0%
During the first week of classes .....	25%
During the second week of classes .....	50%
During the third week of classes .....	75%
After the third week of classes .....	100%

Payments in excess of final liability will be refunded to the student.

If your residence hall contract is terminated due to conduct constituting a breach of this contract, you WILL NOT be entitled to a refund of residence hall charges OR the security deposit.

# RESIDENCE LIFE POLICIES AND CONDITIONS OF OCCUPANCY

1. Students residing in the Residence Halls must be registered for classes, in good judicial standing and be at least 18 years old by December 31, 2020.
2. FSA may revoke your right to reside in the residence halls and take possession of your room if at any time you violate any rules set forth in the Residence Life Handbook (a copy of which you acknowledge receiving and reviewing contemporaneous with signing this Contract), or any of the policies and conditions recited in this Contract.
3. FSA is entitled to enter and inspect residence hall rooms at any time in order to protect the health and safety of students therein, and to ensure the proper maintenance and sanitation of such rooms. FSA shall endeavor (but not be required) to post notice of any general room inspection at least twenty-four (24) hours beforehand. In addition, FSA is entitled to enter and conduct an unannounced search of any residence hall room if it has cause to reasonably believe that illegal activity is or may be occurring in such room or that violation of any of the policies or conditions of occupancy either in this Contract or contained in the Residence Life Handbook is or may be occurring therein.
4. No alcohol or unprescribed drugs or drug/smoking paraphernalia will be permitted anywhere in the residence halls or on residence life property.
5. Possession of weapons and physical violence are grounds for immediate dismissal from the residence halls.
6. Students are responsible for the daily care and cleaning of their rooms and apartments. Failure to keep common areas in the apartment clean may result in all occupants of an apartment being charged for the cleaning of these areas. All apartments will be checked at each break closing and any that pose a potential health hazard or are not cleaned so that a new occupant could move in will be cleaned and all current residents will be charged for the cleaning and may be charged judicially.
7. Students residing in a room are jointly and individually responsible for the furniture and condition of the room. Students will be charged for damages as they occur during the academic year and will be expected to promptly and fully pay for any and all such damages. Students who fail to respond to notices of fire safety violations will be fined for these violations.
8. FSA shall not be liable, directly or indirectly, for loss of or damage to any article of personal property or vehicle anywhere on the premises caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity, the actions of third persons, or any other acts of nature resulting in the interruption of service or damage to personal belongings. Additionally, students who cause damage in the residence halls including major structural damage, even accidentally, should expect to be held financially accountable. **Students are responsible for insuring their own property by purchasing renters insurance or assuring coverage on their parents' homeowners insurance.**
9. No animals or pets are permitted in the residence halls with the exception of service animals and approved assistance animals.
10. All room changes must have the prior approval of the Director of Student and Residence Life.
11. There should be no more than 10 people in an apartment at one time due to fire safety issues.
12. The FSA reserves the right to re-assign students where it is determined to be in the best interest of the resident population.
13. Students may not take a roommate; assign, subcontract, lease, or otherwise transfer their interest under this contract; or permit anyone not duly assigned or approved by the Director of Student and Residence Life to share any part of the room or apartment.
14. Residence halls are closed during the Thanksgiving Holiday, Winter Break, and Spring Break. Students must plan to leave the residence halls during these periods (specific dates to be set by the college calendar) unless they have selected the Break Housing option.
15. **Students are required to move out of their hall at the end of fall semester if they are not registered for spring semester classes. Students who do not move out and do not register by the end of fall semester AND students who register, keep their belongings on campus, and then withdraw in January will be charged a storage fee of \$500.**
16. If Student is younger than 21 years of age at the time this contract is signed, Student authorizes FSA to communicate with Student's parent(s) and/or guardian(s) at any time, regardless of whether Student's 21st birthday occurs during the license term.

**Abandoned Property Policy:** Any personal property that remains in a room upon termination of the license shall be deemed abandoned and may be disposed of by FSA in its sole discretion. FSA may, in its discretion, make efforts to notify student and/or student's parent or guardian that property has been found in room. Neither the FSA, the Foundation, the College or their agents or contractors assume any responsibility for any such property at any time, regardless of any course of action taken.

**Enforcement Procedure:** The Residence Life staff are delegated the responsibility to take the actions necessary to ensure the health, safety and welfare of the residents. Responsibility for interpretations of the Residence Hall rules and their enforcement is solely that of the Director of Student and Residence Life.

**It is understood and agreed that the student accepts and agrees to the rules of the Residence Hall Contract herein and also he/she is responsible for adherence to all other policies specified in the Residence Hall Contract and the Residence Life Handbook. Signing below acknowledges this and indicates that the signees have reviewed the on-line Residence Life Handbook at <http://www.tompkinscortland.edu/student/housing.asp> It is also understood that information regarding policy violations can and will be shared with a student's parent and/or guardian.** The FSA will provide a room to the student for academic year 2020-2021 in the residence halls operated by the FSA, subject to these terms, and subject to the general rules and regulations of the College with respect to its students, as the same in FSA's discretion may be amended from time-to-time. If you fail to observe any of the terms and conditions of this contract, you forfeit your right to reside in the residence hall and also may be subject to disciplinary action according to the rules and regulations of the College. FSA reserves the right to remove any student from his/her residence hall room if, in the judgment of the Director of Student and Residence Life or his/her designee, the student has engaged in or threatened acts of misconduct such that his/her continued presence would endanger public order, property, threaten the personal safety or security of others (whether by acts of physical or mental harassment or other means) or be sufficiently disruptive as to adversely affect the ability of others to pursue their educational goals

Last Name _____	First Name _____	Middle Initial _____
Student ID Number _____		Date of Birth _____
Street Address _____	City _____	State _____ Zip _____
Email Address _____	Phone Number _____	

Check here [  ] if you have been convicted of a felony (deadline to apply for housing is July 15 if you have been convicted for a felony)  
Check here [  ] if you have been dismissed/expelled/suspended from a college for disciplinary reasons (not academic)

Signature of Student \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian (necessary if under 18) \_\_\_\_\_

Director of Student and Residence Life \_\_\_\_\_ (will be signed upon receipt) Date \_\_\_\_\_

It is the policy of the Faculty Student Association to provide equal opportunity for all qualified applicants, students, and employees; and to prohibit discrimination on the basis of race, color, sex, religion, national origin, age, disability, marital status or sexual orientation.