CORNELL UNIVERSITY - DEPARTMENT OF CAMPUS LIFE
SUMMER HOUSING CONTRACT
TERMS AND CONDITIONS: 2013

This Housing Contract is a legal agreement between the University and you, the student. The Terms and Conditions for Summer Housing 2013 are part of the Housing Contract. The Housing Contract is not a lease. Your occupancy of University housing is subject to your compliance with the provisions of the Housing Contract, the Campus Code of Conduct1, all applicable University policies2, and all applicable local, state, and federal laws and regulations. You also agree to comply with all House Rules3 or other rules and regulations as the University may from time to time issue for the welfare of the community or for the general convenience or comfort of residents.

Your failure to comply with the Housing Contract provisions, the Campus Code of Conduct, other University rules, or any applicable laws may result in disciplinary action and will be immediate grounds for the University to terminate your Housing Contract or reassign you to other University housing, at the University’s sole discretion. In addition, the University reserves the right to immediately terminate your Housing Contract or reassign you to other University housing, at the University’s sole discretion, if you:

- engage in or threaten acts or behavior that in the University’s sole opinion, may endanger public order or property, threaten the personal safety or security of yourself or others (by acts of physical or mental harassment, self-harm, or other means) or disrupt other students;
- refuse an evaluation by Counseling and Psychological Services staff, following your hospitalization for psychiatric reasons;
- cease to meet the eligibility requirements for University housing; or
- any other reason expressly set forth in the attached Terms and Conditions for Summer Housing 2013.

Any termination of your Housing Contract for the reasons listed in this paragraph will be considered a “for cause” termination. The university reserves the right to adjust the residence charge before or during the contract period. This Housing Contract represents the complete agreement between you and the University, and supersedes any prior contracts or understandings, whether oral or written. The Housing Contract may not be amended in any way without the prior written permission of the University in each instance. The Housing Contract is subject to the laws of the State of New York, without regard to conflicts of laws or principles.

This contract shall apply to occupancy of rooms, Houses, apartments, and townhouse units; the Houses and townhouse buildings are deemed residence halls for purposes of this contract.

I. ELIGIBILITY
To be eligible for residence in university residence halls during the summer, a person must be currently registered in a Cornell University summer session or special program; be participating in a university internship program; be an authorized employee/research assistant for a Cornell staff person/department; or be a university student employee authorized by the Department of Campus Life to live in the residence halls during the summer. Verification of any of the above must be provided.

II. OCCUPANCY PERIOD

1. Room contracts, once signed and submitted, are binding for the time period agreed to in this contract, or remaining portion thereof.

2. The occupancy period may be subject to change based on unforeseen circumstances, alterations in the summer academic calendar, or emergencies. You agree to occupy the room/apartment assigned. If you vacate your room during the contract period without a release from your summer housing contract, you continue to be liable for the residence hall charges for the entire contract period. Room changes must be approved by the Summer Residence Director, and may result in a fee.

3. This definition of the occupancy period pertains to all residents, regardless of status as graduate, undergraduate, or special student. Residents are required to vacate their rooms by 10:00 a.m. on the termination date.

III. PAYMENTS

1. Room payments: Continuing Cornell students will be billed through university bursar accounts. Other summer residents must pay for their rooms by check or money order payable to Cornell University upon arrival at the residence hall. NO CASH WILL BE ACCEPTED.

2. Contract charges & penalties: Contract-cancellation penalties, housing charges, penalties for failure to pay housing charges, and other charges for losses, damages, and other costs caused by the student and not otherwise covered under this contract will be charged to the student’s bursar account or paid by check or money order. A security and key deposit will not be required. However, charges for losses, damages, or other costs caused by the resident and not otherwise covered under this contract are the responsibility of the resident.

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1 Available at: http://www.dfa.cornell.edu/dfa/treasurer/policyoffice/policies/volumes/governance/campuscode.cfm
2 A comprehensive list of University policies is available at: http://www.dfa.cornell.edu/dfa/treasurer/policyoffice/policies/atoz.cfm
3 Available at: housing.cornell.edu
3. The Office of the Bursar’s policies on payment of the finance charge for late payments and other penalties for failure to make proper payments apply, except where otherwise modified by the terms of this agreement.

IV. CONTRACT ENFORCEMENT, TERMINATION OR REASSIGNMENT
1. Your housing contract is binding as soon as you sign it electronically or as soon as it is received by the Housing & Dining Contracts Office or its designee.
2. If you fail to occupy your assigned room/apartment after registering at the university, you may be liable for the full charges on that room.
3. All contracts are binding for the time period agreed to in this contract, or remaining portion thereof. Reassignment to another room on account of renovation or for any other reason is not grounds for release from this contract, for moving expenses, or for any other relief.
4. In general, contract releases will not be granted. However, if an exception is granted and you are released from your contract by the Department of Campus Life after signing your contract and before the contract term begins, you will be charged a $100 cancellation fee. If you are granted an exception after the contract term begins, you will be charged a daily rate, plus a $100 cancellation fee.
5. If your contract is terminated due to a violation of these Terms & Conditions or disciplinary action by Campus Life and/or the University in accordance with University policy and University Code of Conduct, you will receive no refund of any housing charges and continue to be liable for the full amount of your housing charges. You will also be charged a $100 cancellation fee. In addition, your contract can be terminated if:
   a. you have made a materially false statement in your application for housing or withheld information that would alter eligibility; or
   b. your eligibility for occupancy, as defined in section I. Eligibility, ends during the contract period; or
   c. your registration status changes and you are no longer a registered student.
   You will be required to immediately vacate your residence. You must seek alternative accommodations if you choose to appeal your registration status.
6. If you withdraw or take a voluntary leave of absence from the University during a contract period, you will be charged for all the days that you physically occupied or had beneficial possession of the room plus a $100 termination fee. In order to terminate your contract for the reasons listed in this section, you must go to the Housing & Dining Contracts Office and sign a Vacate Form. You must then vacate your room and turn in your keys within 24 hours of the effective date of such action.
7. You may terminate your contract without penalty if you are granted a medical withdrawal or leave, or an academic internship, graduation or study in absentia. Written verification will be required.

V. ROOM CHANGES
Requests for room changes must be filed with the Summer Residence Director. Room changes, including those between residence halls and university-owned small residences, are at the discretion of the Department of Campus Life, and may result in a fee.

VI. ASSIGNMENT OF CONTRACT
You may not take a roommate, assign, subcontract, lease, or otherwise transfer your interest under this contract to anyone else or permit anyone not duly assigned or approved by the Housing & Dining Contracts Office to share any part of your housing accommodation.

VII. RESIDENT RESPONSIBILITIES
1. Check-In and Check-Out Requirements
   a. Undergraduate hall residents (whether undergraduate, professional or graduate students) must complete a check-in form within twenty-four hours of moving in to your room. This form, when countersigned by a representative of the Housing & Dining Contracts Office, is the basis for assessing any damage or loss attributed to you at the end of your contract term. If you fail to complete and return the form, you assume responsibility for all damages in the room.
   b. When checking out, you must remove all refuse and discarded material and leave your room/apartment as clean as when you checked in. Charges for additional cleaning required, removal of personal property, and for any loss or damage you have caused will be billed to your bursar account.
   c. You must check out of your room/apartment by the closing time specified by the Housing & Dining Contracts Office. A fee of $38 per hour will be assessed for every hour or fraction thereof that you remain in the hall/apartment past the closing time unless a written request for exception has been received and approved by the Residence Director.
   d. Check-out is not completed until the room/apartment is vacated and all keys are turned in.
2. Keys, Cards, and Lock-Outs
   a. You may request that a staff member open your room door, and you may be charged a $5 fee. This service is provided at the convenience of the University; excessive use will cause limitation or removal of this service. You must report lost keys to the Service Center and file a report with CU Police within 24 hours. You will be charged for replacement lock core and keys.
   b. If you lose your ID card, you must report it as a “lost card” with the University Registrar’s Office.
   c. If you lose your ID card, you must borrow a temporary building card for access into your residence hall, and if you do not return this card within 72 hours, you will be charged $15 for this card.
d. You must not duplicate residence hall/room keys.

3. Damages
   a. You are liable and responsible for any damage or loss to your housing accommodation (including furnishings) and for any other damage or loss you cause to any University Housing. Damage or loss must be reported promptly to your residence staff.

4. Room, Apartment, Common Area Alterations, and Decorations
   a. You may not make any alterations (including but not limited to painting) to your room/apartment, to any University property within your accommodation, or to any common areas. You may not use cinder blocks or homemade lofting equipment to elevate furniture or shelving.
   b. Requests for alterations may be submitted for consideration and approval by Campus Life Facilities Management via the online maintenance request system (housing.cornell.edu).
   c. Room Decorations:
      i. Residence Halls - Pictures, posters, and other materials must be hung from picture moldings, tack strips, or bulletin boards only. Nails, tacks, screws, tape, glue, and other adhesives may not be used on walls, ceilings, wardrobes, woodwork, doors, or furniture. Decorations including natural evergreen trees, wreaths, or boughs are prohibited. Damages resulting from violations of this regulation will be assessed against the residents responsible for the damage.
      ii. Maplewood Park - Pictures, posters, and other materials must be hung in accordance with the guidelines for the apartment complex. Certain types of nails, tacks, screws, tape, glue, and other adhesives may not be used on walls, ceilings, wardrobes, woodwork, doors, or furniture. Damages resulting from violations of this regulation will be assessed against the residents responsible for the damage.

5. Commercial Activities
   a. No commercial business or activity may be conducted in or from any room or residence hall. Using residence telephones, internet and wireless connections for profit-making purposes is prohibited.

6. Right of Entry
   a. The University reserves the right to enter your housing accommodation at any time, without notice, in times of emergency. The University also reserves the right to enter your housing accommodation upon reasonable prior notice to ensure proper maintenance of sanitation and life-safety standards, to take inventory, and to make repairs.

7. Room Care
   a. You are responsible for cleaning your housing accommodation; removing waste materials regularly; placing recyclable materials in designated containers; and maintaining satisfactory sanitation and life-safety standards as determined by the Department of Campus Life in conjunction with the Department of Environmental Health and Safety. Charges may apply to those found in violation.
   b. Residents of the Maplewood Park community are responsible for weekly inspection and testing of the carbon monoxide alarm located in your apartment, in accordance with the instructions provided by the Department of Environmental Health and Safety. You are required to document weekly testing per instructions you will receive upon checking in to your apartment. Failure to comply with this requirement will result in fines, referral to the Judicial Administrator, and/or eviction.

8. Removal and Storage of Furnishings
   a. You may not remove University-provided furnishings from your housing accommodation or any common areas without the written permission of the Housing & Dining Contracts Office. If you do, you will be charged to have them moved back to their proper location.
   b. Unauthorized removal of furnishings from common areas or from the building constitutes theft, and the persons responsible will be subject to disciplinary action under the Campus Code of Conduct and/or administrative action and/or prosecution under local or state law.
   c. Storage space for University-owned room furniture and/or students’ personal belongings is not available.

9. Noise and Other Disruptive Behavior
   a. You and your guests may not make excessive noise or otherwise disrupt the residence community or adversely affect other residents.

10. Guests
    a. You may have overnight guests for not more than three (3) nights in a 7-day period, and only if it is convenient for the other students living in your room/apartment.
    b. Guests must observe all University rules and regulations. You are responsible for the behavior of your guests and for any damage they do. Guests must be escorted by a resident at all times while in the building, whether staying overnight or not.
    c. Overnight guests in graduate housing facilities must check in at the Service Center.

11. Smoking
    a. Smoking is not permitted in your housing accommodation or in any other portion of the building, including common areas. Smoking is only permitted outside at least 30 feet from any University building.

12. Common Area/Hallway Use and Damages
    a. Playing sports or sleeping in any common areas is prohibited.
    b. You are responsible for any damages you cause to any common areas.
    c. In addition, if common areas are damaged and the responsible parties are not identified, the University reserves the right to hold all residents of the floor, unit, hall or complex responsible for the cost of repair and/or replacement of damaged items.
Any such joint allocation of charges does not constitute a disciplinary action or a determination of violation of any University policy, rule or regulation and will not appear as such on any University record.

13. Prohibited Belongings
   a. Due to their excessive weight, waterbeds and hot tubs are prohibited in all University housing facilities.
   b. Possession or use of weights (except small dumbbells under ten pounds) and other weight-lifting equipment in residence halls is prohibited, except in designated areas.

14. Food Storage
   a. You may store food in your room at your own risk. All food must be kept in tightly closed containers to help ensure effective pest control.

15. Motor Vehicles
   a. You may not store or park any type of motorized vehicle—gasoline, propane, electric—in any residence hall/apartment, nor may you store any such power source. Vehicles in violation will be impounded without notice, at the owner’s expense.

16. Bicycles
   a. Non-motorized bicycles (including unicycles) must be stored in designated bicycle racks so that all exits and windows remain clear and unobstructed. Vehicles in violation will be impounded without notice, at the owner’s expense. Bicycles may be stored on porches at Maplewood.
   b. All bicycles brought to campus must be registered with Transportation Services.

17. Abandoned Property
   a. If you leave behind any personal property in your housing accommodation or elsewhere in or around any University building after your contract ends, the University reserves the right to sell or otherwise dispose of it without further notice.

VIII. TELEPHONES/DATA/CABLE CONNECTIONS
1. Telephone and Data services are provided by Cornell Information Technologies (CIT). Local telephone service may be provided in each student room, apartment, or suite on a fee for service basis, except in some small residences. Corridor phones are provided in select locations. Long distance costs are your responsibility. Misuse of pin codes issued by the University can result in disciplinary action.
2. All residential facilities wired for data service have the base charge for network connectivity included in the housing rate. Additional charges will be assessed for excessive Internet bandwidth usage. Please check with CIT for details.
3. Television service, if available, must be arranged by you with the local cable service provider.

IX. PETS
1. Students residing in the undergraduate halls (other than Ecology House), and graduate students living in Hughes Hall, and in shared single student apartments in Maplewood are prohibited from having pets in their rooms, with the exception of fish that are in tanks no larger than 10 gallons. Dogs, cats, and rabbits are not permitted. If you violate this condition or the University Pet Policy, the pet may be confiscated and you may be subject to disciplinary action under the Campus Code.
2. Service dogs are permitted as long as they are a part of Cornell’s Service Animal Program (as determined by the Office of Student Disability Services), but not for training or companion purposes.

X. REFRIGERATORS AND OTHER ELECTRICAL APPLIANCES
1. The University has an approved vendor that rents refrigerators and microfridges. Only microfridges from the approved vendor are permitted. Minifridges may be purchased and brought to campus, provided they meet required specifications. Full-size refrigerators are provided in the Townhouses and in Maplewood Park apartments.
2. Fire-safety requirements prohibit cooking in University housing, except for when using approved appliances. Approved appliances include microfridges rented by the University’s approved vendor, and other small appliances with self-contained, thermostatically controlled heating elements with automatic shut-off features. You may not use any non-thermostatically controlled electrical cooking appliance in any University housing and any such appliances shall be confiscated.
3. During any official university recess in which the housing units are closed for more than four days, you must remove all food from your refrigerator, disconnect it, and leave the door open. All other electrical devices must be turned off during any official university recess.
4. You may use electrical devices such as radios, CD players, computers, printers, hair dryers, razors, and clocks provided they are plugged into outlets in your room and do not exceed the amperage limits of the circuits in the room. Spider lamps and halogen lamps are prohibited.
5. Constructing computer connections between rooms is prohibited as is running an electrical cord from your room to a corridor outlet.

XI. LAUNDRY
All undergraduate halls and graduate housing facilities have online coinless laundry systems. You must use your university ID card to access the system. You will have an empty account opened when you sign your housing contract. No refunds will be issued. Funds may be added at any time online at housing.cornell.edu, or at a service center. All funds must be used before the end of the contract period.
XII. FIRE SAFETY
1. On-campus housing facilities are equipped with fire suppression systems.
2. You and your guests must immediately evacuate the building and follow all residence staff directions if a fire alarm sounds. You are responsible for knowing where the fire alarm boxes are located in your building. Fire extinguishers are for use by trained personnel only.
3. The University is subject to fire and safety inspections by various agencies. If a fine is imposed as a result of your failure to comply with the terms of your Housing Contract or with any request from residence staff or other University staff, you will be responsible for payment of the fine.
4. You must not store explosive or flammable substances in any portion of University housing. The use of candles, incense, and any other open flames in a student room is prohibited. Candles may be used for religious purposes or approved special events only if they are placed in a stable container, preferably a glass-globe type of holder, and used in a common area with prior approval from a professional residence hall/house staff member. A residence hall/house staff member must be present throughout the approved event.
5. You may not hang anything from sprinkler pipes or any part of the fire sprinkler system.
6. You must not activate false alarms, interfere with the proper functioning of the fire-alarm system, or tamper with or remove smoke detectors, fire hoses, extinguishers, or fire-fighting equipment. Violators may be subject to disciplinary action under the Campus Code of Conduct or state or local law. Activating a false alarm is a Class A misdemeanor and can result in a one-year jail term and/or a $1000 fine for the first offense.

XIII. EXTERIOR AERIALS, ANTENNAE AND DISPLAYS
You may not place exterior aerials, antennae, flags, or other display materials on the building. You may not splice internal cables and run them into a room/apartment.

XIV. WEAPONS
Possession or use of rifles, shotguns, pistols, and other firearms or of ammunition, archery equipment, gunpowder, fireworks, air rifles, air pistols, and other dangerous instruments is prohibited. For further information about this regulation, refer to “Possession of Rifles, Shotguns and Firearms on Campus” in the Campus Code of Conduct.

XV. DRUGS AND ALCOHOLIC BEVERAGES
You and your guests must obey federal, state and local laws as well as University regulations on alcoholic beverages and illegal drugs. Additionally, undergraduate residence rooms, suites, apartments, and common areas carry additional restrictions. Consult the undergraduate publication, House Rules or the Campus Code of Conduct for more information.

XVI. SECURITY AND SAFETY
1. You must keep exterior entrances to residence halls locked at all times. Temporary exceptions may be authorized by a Campus Life staff member.
2. You may not place yourself or others at risk by offering access to any residence hall or locked building to strangers or unauthorized persons. Residents purposely violating security policies by propping exterior doors or modifying latches may be subject to disciplinary action, including restitution for damages.
3. You are responsible for maintaining the security of your room/apartment. Your room/apartment should be kept locked when you are not present. All windows in unoccupied space must be closed and latched. The University is not responsible for any loss or damages to your personal property.
4. You may not alter or replace the present locks or other security devices or install additional locks or other security devices.
5. Neither you nor your guests are permitted on roofs, ledges, or overhangs. Neither you nor your guests are permitted to climb the exteriors of any University building.

XVII. SOLICITING, CANVASSING, AND LEAFLETTING
Soliciting, canvassing, and leafleting are generally not permitted in any University housing. The Department of Campus Life may grant permission if requests are made in advance. Petitioning is not permitted in undergraduate residence halls except in certain cases with prior notification to the residence hall leadership organization. See House Rules for additional information.

XVIII. REPOSSESSION BY THE UNIVERSITY
The University reserves the right to repossess student rooms, residence hall facilities and apartments in the event of an epidemic or other emergency.

XIX. LIABILITY AND INSURANCE
1. The university shall not be liable, directly or indirectly, for loss of or damage to any article of personal property or vehicle located anywhere on University property caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity, the actions of third persons or any other cause beyond the control of the University.
2. In the event of damage by fire, water, steam, or other agents that render a room/apartment unfit for occupancy, the university reserves the right to reassign you to alternate university housing accommodations. If alternate quarters are not available and the room/apartment is unfit for occupancy for more than thirty days, the University may terminate your Housing Contract and you will be entitled to a prorated refund of any housing charges for that period that have been paid. There will be no further entitlement to any other recompense or damages for such cancellation.

3. Your personal property is not covered by University insurance. You should carry your own insurance protection against loss of or damage to your personal property.

Execution of the summer housing contract is not a commitment of admission to or continued enrollment in the university.

It is the policy of Cornell University actively to support equality of educational and employment opportunity. No person shall be denied admission to any educational program or activity or be denied employment on the basis of any legally prohibited discrimination involving, but not limited to, such factors as race, color, creed, religion, national or ethnic origin, sex, sexual orientation, age, or handicap. The university is committed to the maintenance of affirmative action programs, which will assure the continuation of such equality of opportunity.