CORNELL UNIVERSITY – DEPARTMENT OF CAMPUS LIFE
HOUSING CONTRACT
TERMS AND CONDITIONS FOR SINGLE-STUDENT HOUSING
COOPERATIVE RESIDENCE ACADEMIC YEAR 2013-2014

This Housing Contract is a legal agreement between the University and you, the student. The Terms and Conditions for Single Student Housing 2013-2014 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 Conduct\(^1\), all applicable University policies\(^2\), and all applicable local, state, and federal laws and regulations. You also agree to comply with all rules and regulations established by the cooperative, or other rules and regulations as the University or the cooperative, 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;

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 by action of its Board of Trustees. 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 principles.

I. ELIGIBILITY
To be eligible to live in a university-owned cooperative residence, you must be currently registered at Cornell University, in Ithaca, New York, as a full-time (minimum 12 credit hours) resident degree candidate or as a special student. For purposes of this contract, a single student is defined as a person who resides singly, regardless of marital status.

II. OCCUPANCY PERIOD
The University may change the occupancy periods set forth below due to unforeseen circumstances, alterations in the academic-year calendar, or emergencies.

1. The occupancy period for all cooperative residents begins on the first day of fall-semester orientation, \(8/16/13\) and ends on the day after the last regular final examination day of the spring semester, \(5/21/14\) at 2:00pm.
2. You may request a limited extension of the occupancy period, not to extend into the subsequent contract period. The cooperative governing board and the Housing & Dining Contracts Office may grant or deny request at their sole discretion. Extensions of the occupancy period will only be granted in exceptional circumstances. There will be a daily charge of thirty-eight dollars ($38) for occupancy before or after the occupancy period stated above.
3. Graduating students may extend the occupancy period until the day after Commencement without additional charges, provided they have made appropriate arrangements with the Housing & Dining Contracts Office by the announced deadline. You will be notified by email and post card notice of the deadline.
4. Students may occupy the cooperative residence during official university recesses with permission of the cooperative residence officer. Residents with approved contract terminations effective at the end of fall semester must vacate their rooms by 2pm the day after the end of the scheduled university final examinations.
5. Graduate and professional students living in cooperative residences must abide by the regular undergraduate academic-year opening, closing, and recess schedules.

III. PAYMENTS
1. All fees payable under your Housing Contract (including but not limited to room charges, penalties, and damage fees) will be charged to your bursar account. Residents are billed for ½ the annual room rate, meal plan, and staples (depending on the rules of the cooperative residence) in July, and ½ the annual room rate, meal plan, and staples in December. Staples and meal plan income will be transferred into independent house accounts.
2. If you are an undergraduate or professional school student (College of Veterinary Medicine, Johnson Graduate School of Management, and Law School) your bursar account will be charged for the first half of your Housing Contract fee in July or August, and for the second half of the fee in December or January. If you are a graduate student, your bursar account will be charged in equal amounts four times in the fall semester and four times in the spring semester.
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 the Housing Contract.

IV. CONTRACT RELEASES AND TERMINATION; CANCELLATION AND TERMINATION FEES
1. Your Housing Contract is binding until the end of the academic year. You are not entitled to a release from your Housing Contract because you have been reassigned to another room, because you are inconvenienced by construction, renovation, maintenance, or for any other

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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
2. If you fail to occupy your room/apartment or if you vacate your room/apartment during the contract period without a contract release, you will continue to be liable for the full amount of your housing charges.

3. Contract releases:
   a. You will be released from your Housing Contract without a cancellation penalty if:
      i. You are leaving the University for an academic internship, graduation, or study in absentia; or
      ii. You are granted a medical withdrawal or are required to take medical or academic leave.
   b. The Housing & Dining Contracts Office may require written verification of (i) or (ii) from your advisor, college, or physician.
   c. You will be released from your Housing Contract with a cancellation penalty of $800 if you withdraw or take a voluntary leave of absence from the University. If you re-enroll during the same academic year, you will be required to sign a new Housing Contract.
   d. Contract releases for any other reason than those listed in a, b, and c above may be granted, but only under exceptional circumstances. Contract releases due to exceptional circumstances will be determined by, and are at the sole discretion of the Housing & Dining Contracts Office. All approved contract releases due to exceptional circumstances will result in a cancellation fee of $250.
   e. If you obtain a contract release, you will need to sign a Vacate Form (available at the Housing & Dining Contracts Office), then vacate your room and turn in your keys to your cooperative residence officer on the date indicated on the Vacate Form.
   f. You will receive a pro-rata refund of any prepaid housing fees, less any applicable fees or charges.

4. Contract terminations: If the University terminates your Housing Contract for cause, you will continue to be liable for the full amount of your housing charges. You will receive no refund of any housing charges. You will also be charged a $250 cancellation fee. You will be required to vacate your room/apartment as of the effective date of your contract termination.

5. Fall semester. Students who have signed Housing Contracts must notify the Housing & Dining Contracts Office, 206 Robert Purcell Community Center, by July 1, 2013 if they do not plan to attend the University for fall semester. Notice received after July 1, 2013 may result in a $250 contract cancellation fee.

6. Spring semester. Students who have signed Housing Contracts must notify the Housing & Dining Contracts Office, 206 Robert Purcell Community Center by December 1, 2013 if they do not plan to attend the University for spring semester. Notice received after December 1, 2013 may result in a $250 contract cancellation fee.

V. LATE ARRIVALS
You must notify the Housing & Dining Contracts Office and your cooperative residence officer if you plan to arrive after the first day of your first semester classes for your school or college. Otherwise your contract may be cancelled without further notice, and you may be assessed a $250 fee.

VI. ROOM CHANGES AND REASSIGNMENT
1. Requests for room changes must be filed with your cooperative residence officer. You will incur a fee of $100 for each room change during the contract period. All room changes, including those between residence halls and university-owned small residences, are at the sole discretion of the Housing & Dining Contracts Office.

2. The University reserves the right to reassign you to a different room/apartment, or to reassign other students to fill any vacancies in your room/apartment, for any reason. With the permission of the Housing & Dining Contracts Office, in consultation with the cooperative residence officer, the remaining occupants may be granted one of the following options:
   a. Select an eligible replacement to fill the vacancy, provided the new occupant signs a contract within seven days of the vacancy.
   b. Pay an amount to be determined by the Housing & Dining Contracts Office and the cooperative residence officer for continued use of the room at reduced capacity. This option is contingent on current space requirements.

3. The University is not liable for any moving costs or other expenses you may incur as the result of reassignment.

VII. ASSIGNMENT OF CONTRACT
You may not take a roommate or assign or transfer your interest in the Housing Contract to anyone else, or permit anyone not duly assigned or approved by the Housing & Dining Contracts Office, in consultation with the cooperative residence officer, to share any part of your housing accommodation.

VIII. RESIDENT RESPONSIBILITIES
1. Check-In and Check-Out Requirements
   a. Each cooperative residence is responsible for plans to check in and check out residents. Any costs associated with damage will be assessed by the cooperative residence officer and may be charged to your Bursar account.
   b. When checking out, you must remove all refuse and discarded material and leave your room/house 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 by the closing time specified by the Housing & Dining Contracts Office for the end of each semester. A fee of $38 per hour will be assessed for every hour or fraction thereof that you remain in your room past the closing time unless a written request for exception has been received and approved by the cooperative residence officer.
   d. Check-out is not completed until your room/apartment is vacated and all keys are turned in.

2. Keys, Cards, and Lock-Outs
   a. You may request that the house manager 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 cooperative residence officer and file a report with Cornell 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 lost and replace it within 72 hours at the University Registrar’s Office.
   c. You must not duplicate cooperative residence/room keys.
1. **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 University Housing. Damage or loss must be reported promptly to the cooperative residence officer.

2. **Room, Apartment, and Common Area Alterations and Decorations**
   a. You may not make any alterations (including but not limited to painting) to your room, 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 Facilities Management via the online maintenance request system (housing.cornell.edu).
   c. Room Decorations: 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. All winter seasonal decorations must be removed during the intersession break. Damages resulting from violations of this regulation will be assessed against the residents responsible for the damage.

3. **Commercial Activities**
   a. No commercial business or activity may be conducted in or from any room or cooperative residence. Using residence telephones, Internet, and wireless connections for profit-making purposes is also prohibited.

4. **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.

5. **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. Cleaning equipment and materials are provided by the cooperative residence.
   b. Cooperative residence and room entrances, patios, and walkways must remain clear to provide for safe access for safety and maintenance personnel.

6. **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.

7. **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 or neighbors.
   b. You may not shake, clean, or hang anything from the windows, balconies, ledges, or roofs of the buildings or place anything on the window ledges. You may not hang clotheslines from any balcony, doorway, building, trees, or shrubbery.

8. **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/residence.
   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. The cooperative residence may not have overnight guests or individuals in the cooperative resident for an extended period of time, claiming to be overnight guests for a number of different individuals or the cooperative itself.
   d. Residents and guests are not permitted to sleep overnight in common areas.

9. **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.

10. **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 or cooperative residence 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.
    d. Personal belongings may not be stored in hallways, stairwells, or common areas, or on walkways.

11. **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 University housing facilities is prohibited except in designated areas.

12. **Food Storage & Preparation**
    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.
b. Fire safety requirements prohibit cooking anywhere in the cooperative residences except in designated kitchens.

13. 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.

14. 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.

15. 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.

IX. TELEPHONES/DATA/CABLE CONNECTIONS
   1. Telephone and data services are provided by Cornell Information Technologies in 308 Wait and 302 Wait Avenue cooperative residences. Remaining cooperatives are provided with a central phone for emergencies and local calling service. Long distance costs are your responsibility. Misuse of PIN codes issued by the University may result in disciplinary action.
   2. Cable television service is provided in common areas of some cooperative residences. You must arrange individually for cable service in your room.

X. PETS
   1. Students residing in cooperative residences 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.
   2. 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.
   3. 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.

XI. 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 common areas in cooperative residences.
   2. Fire-safety requirements prohibit cooking in cooperative residence rooms, except in designated kitchens, or in the room using approved appliances which include the microfridge rented by the University vendor, and small appliances with self-contained, thermostatically controlled heating elements with automatic shut-off features. Any electrical cooking appliance not thermostatically controlled is prohibited anywhere in cooperative residences, and will 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.

XII. LAUNDRY
   Laundry facilities vary by cooperative residence. Please see your cooperative residence officer.

XIII. FIRE SAFETY
   1. 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.
   2. The University is subject to fire and safety inspections by various agencies. If a fine is incurred 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 the amount of the fine.
   3. 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 staff member. A staff member must be present throughout the approved event.
   4. You may not hang anything from sprinkler pipes or any part of the fire sprinkler system.
   5. 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.

XIV. EXTERIOR AERIALS, ANTENNAE, AND DISPLAYS
   You may not place exterior aerials, antennae, flags, or other display materials outside your room or extend them from the building. You may not splice internal cables and run them in to a room.
XV. WEAPONS
You may not possess or use rifles, shotguns, pistols, and other firearms or ammunition, archery equipment, gunpowder, fireworks, air rifles, air pistols, or any other dangerous instruments in your housing accommodation or anywhere else on University property.

XVI. DRUGS AND ALCOHOLIC BEVERAGES
You and your guests must obey federal, state, and local laws and all University regulations on alcoholic beverages and illegal drugs. Undergraduate residence rooms, suites, apartments, and common areas carry additional restrictions. Consult your cooperative housing officer for more information.

XVII. SECURITY AND SAFETY
1. You must keep exterior entrances to cooperative residences 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 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/house. Your room/house 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.

XVIII. SOLICITING, CANVASSING, AND LEAFleting
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 except in certain cases with prior notification to the cooperative residence officer.

XIX. REPOSSESSION BY THE UNIVERSITY
The University reserves the right to repossess student rooms and cooperative residences in the event of an epidemic or other emergency.

XX. LIABILITY AND INSURANCE
1. The University shall not be liable, directly or indirectly, for any 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 or house 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 or house 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.

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.