



# Paul Smith's College

## THE COLLEGE OF THE ADIRONDACKS

### 2016-2017 Housing Contract

This Housing Agreement is between Paul Smith's College, hereinafter called "College," and the undersigned student, hereinafter called "Student." By signing this Housing Agreement, Student agrees to occupy a furnished residential housing unit to be assigned by the College (the "Unit") upon the following terms and conditions. The College may accept this Agreement by giving possession of the Unit. Giving Student possession of the Unit shall be deemed as good and binding acceptance of this Agreement as execution of the same. If the Student is a minor, the agreement is with the undersigned parents and/or guardians.

**TERM:** The term of this Housing Agreement (the "Term") shall be from the date of move in at the beginning of the academic year as printed on the College's Academic Calendar, or subsequent date following the beginning of the semester, until the move out date following the last day of final exams in May, or by graduation, depending on the Student's status, which will be a date and time previously approved by the Housing Office and also published on the College's Academic Calendar.

#### THE PARTIES AGREE AS FOLLOWS:

1. **Eligibility:** To be eligible for residency, Student must be admitted and enrolled full-time, and must have fulfilled mandatory immunization requirements. Students who drop below a minimum credit hour load of twelve (12) credits and are not part of an approved academic plan will be required to vacate their room within 24 hours. The College offers Units on a single, double, triple or quadruple occupancy basis. Certain restrictions and conditions apply

To be eligible to live in Blum House, student must have a cumulative GPA of 3.0 or higher, no record of disciplinary action, completes the entire Blum House application process, and be approved by the Housing Administrator. Special terms and conditions apply to other housing opportunities such as freshman/first year housing and Wellness housing.

2. **Housing Fee:** In consideration of the use of the Unit for the Term, Student agrees to pay the Room fee published by the College.
3. **Occupancy:** Student is granted a nonexclusive license to use the furnished, residential Unit assigned by the College, or such other unit as the College may assign or reassign (the "Unit") during the Term, subject to all provisions of this Housing Agreement. This license is personal and it is neither assignable nor transferable. Student acknowledges that Student's use of the Unit may be in common with that of another student, sometimes referred here in as "roommate." If Student desires to occupy the Unit for periods beyond the Term, Student shall pay such fees and execute such supplemental housing agreements as the College may require. Any such occupancy shall be subject to the terms and conditions of this Housing Agreement. Nothing in this Agreement shall be construed as an obligation of the College to offer housing outside the Term. Students may not occupy their Unit while there are is no supervision being provided by the College. These times include Thanksgiving Break, Winter Break and Spring Break
4. **Contract Termination:** THE HOUSING AGREEMENT IS MUTUALLY BINDING ON BOTH THE COLLEGE AND THE STUDENT FOR THE ENTIRE ACADEMIC YEAR, OTHER THAN AS PROVIDED FOR BELOW.

The College has the right to terminate this agreement with 24 hours notice prior to the effective date of the termination in the event that a student should violate any terms of this agreement or any policies of the College as found in the Community Guide and other College documents.

The Student has the right to terminate this agreement prior to the expiration of The Term for the following reasons:

- Withdrawal from the College.
  - Academic or disciplinary separation from the College (Student surrenders any rights to their housing assignment. No refunds of housing charges paid to the College will be returned or refunded in such cases).
  - Disciplinary removal from College housing (Student surrenders any rights to their housing assignment. No refunds of housing charges paid to the College will be returned or refunded in such cases).
  - Graduation from the College.
  - Receiving approval from the Housing Office to live off campus. Off campus permission is granted on a semester basis. No student may move off campus during a given semester. **Students who move off campus without permission will be charged in full for the duration of the entire semester.**
5. **Unit Assignment:** This Agreement does not promise or guarantee the Student assignment to a particular building or room. The College will attempt to fulfill the Student's roommate and housing selection request to the best of its ability, but cannot guarantee that such requests will be fulfilled. The College will assign roommates on the basis of information provided on the Paul Smith's College Application/Agreement. In the case that a vacancy occurs in a Unit, Student agrees to accept an assigned roommate or move to another room at the request of the College. Where there is a vacant space, the room must be maintained by the Student in a manner that will allow another roommate to move in immediately. The College reserves the right to re-assign the Student(s) or remove the student from housing based upon the inability to be an effective roommate and a positive member of a community, according to the process set forth in the Community Guide.
  6. **Room Keys:** Upon departure from the residence hall, room keys must be returned to the Resident Assistant, Housing Office or to the Office of Residence Life. Failure to do so will result in charges to the Student's Account. Keys may not be loaned or given to another person. For safety reasons, students must report all lost or stolen keys to the Housing Office immediately.
  7. **Room Changes:** Room changes are not permitted without prior approval from the Housing Administrator. Room changes may not be made during the first two weeks or last two weeks of any semester.
  8. **Services:** Each room will be equipped with cable television, internet and phone service.
  9. **Care of Rooms:** Students are required to file a Room Condition Report (RCR), provided by the Student's Resident Assistant, with the Office of Residence Life upon occupancy of such room. Students shall maintain the Unit and adjacent facilities in a clean, sanitary, and non-hazardous condition throughout the Term and return those areas to the College in the same condition as received, reasonable wear and tear expected. In the event the Student fails to return the Unit and

adjacent facilities (i.e. conjoining or connected bathrooms) in the condition provided for herein, then Student shall pay to College on demand the reasonable cost for repairing such damages. The cost of repairing the damages to adjacent facilities may be assessed proportionately among all students residing in a residential facility or portion thereof, when appropriate. The College will charge Student for the cost to repair such damage.

10. **Loss or Damage to Personal Property:** The College accepts no liability for the theft, loss, or damage by fire or otherwise of money, valuables, computers, or any personal property. Students are encouraged to enroll in a personal property insurance plan. The College recommends that the Student remove all valuables during vacation periods.
11. **Vacant Space:** The Student must keep an available space ready for a roommate to move in should they not have a current roommate. Assigned furniture needs to be available, and the room needs to be kept in a clean, orderly and sanitary fashion at all times.
12. **Furniture:** Furniture that is located in a Student's room is not allowed to be removed, nor is furniture that is located in any common areas to be removed from such areas. Waterbeds are not allowed in residence halls for obvious concerns of puncture and property damage. No additional furniture allowed to be brought in.
13. **Windows and Screens:** Windows and screens may not be unhooked or removed for any reason. Windows are not to be used as entrances or exits. Opening of windows during winter months may cause damage to building water pipes.
14. **The use of all tobacco products is prohibited on campus.**
15. **Alcohol:** Students 21 years of age or older are permitted to consume alcohol in the privacy of their own rooms as long as no minors are present, it is not a dry room (under 21 student residing in room/suite) and they are not living in a substance-free residence hall.
16. **Drugs:** Possession, use, manufacturing, and/or sale of illegal drugs, controlled substances or drug paraphernalia, under federal or state law, is prohibited and grounds for contract termination.
17. **Guests:** Guests may be signed in with your Resident Assistant no later than before the end of the prior business day, and no later than noon on Friday for the weekend. The Student is responsible for the actions of his/her guest. Guests may not sleep in common areas. No guest may visit for more than six nights per semester, no more than three consecutive nights, and only with roommate(s) approval. Guest under the age of 16 are not permitted to stay overnight in college housing.
18. **Appliances** with an open heating element such as hot plates, broiler ovens, indoor grills, etc. are not permitted. See Community Guide for a complete list of approved appliances.
19. **Fire Safety:** It is a serious offense to tamper with fire detection or safety equipment including smoke detectors. When a fire alarm sounds, every Student must evacuate the premises immediately and remain at least 25 feet from the building until approved to re-enter by a College Official or the Fire department.
20. **Unit Maintenance:** Maintenance requests should be submitted to the Resident Assistant (RA) of such building. If the reported problem has not been corrected within one week (five business days), the Student should contact the Office of Residence Life.
21. **Entry and Search:** The College respects the Student's right to privacy; however the College reserves the right to enter any Unit without prior notification. The Paul Smith's College or its agent shall also have the right to enter a student's dwelling under the following stipulations:
  - To make necessary repairs or maintenance at any time so as to prevent further damage.
  - In emergency circumstances when imminent danger to life, health, safety or property is reasonably feared or where emergency entrance is permitted.
  - In circumstances when it is suspected that a violation of Paul Smith's College or Code of Conduct Policy is taking place.
  - During the following vacation periods: Thanksgiving, Winter Break and Spring Break.

College and appropriate personnel have the right to search any Unit and all of its contents should it be suspected that a violation of the College's Code of Conduct or housing regulations has been violated. Students will be asked to open private bags, containers, lock boxes or other holding devices, and should said Student decline such request, the item will be confiscated and the declination will be seen as a presumption of guilt. **\*College and appropriate personnel reserves the right to search any and all vehicles parked or located on Paul Smith's College property.\***

22. **Checkout procedure:** Upon vacating a room the Student must complete the mandatory check-out procedure by notifying their RA. The Student's room must be inspected for damage and the RCR signed. If said Student is withdrawing before the end of the semester, he/she must contact the Academic Support Office (ext. 6959) to complete the process. Should said Student not complete the check-out process he/she will be fined \$50 and any damage will automatically be added to the Student's bill.
23. **Pets:** Fish are the only pets allowed in residence halls. Tank size is limited to 10 gallons.
24. **Notices:** Notices regarding housing will be presented to the Student in email form as that is the official means of communication for Paul Smith's College. The Office of Residence Life may occasionally choose to additionally inform students through the use of posters, mailings and flyers and bulletin board postings.
25. **Additional Regulations:** The Student must be aware of the full extent of expectation placed on them by the College while living in a residence hall. This information is presented in Chapter 3; Section 10 of the College's Community Guide.

**By signing this contract, I agree that I am bound by certain responsibilities and am granted certain rights, and that I have read the above contract. I know that I am able to view the Paul Smith's College Community Guide through the College web page at [www.paulsmiths.edu](http://www.paulsmiths.edu).**

Any student wanting to live in residential housing must sign this contract upon presentation, which will occur during the check-in process. Any Student under the age of 18 must have a guardian sign in their place.

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Student / Guardian Signature

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| <input type="checkbox"/> <b>I ACCEPT the conditions of this contract and agree to adhere to the policies that are presented.</b> |
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\_\_\_\_\_  
Date