This agreement is for a room in university housing of Colgate University (traditional residence hall, apartment, townhouse, or college house) for the academic year or balance thereof and becomes legally binding when the earliest of the following events occur: (a) the agreement is completed, signed and returned to the Office of Residential Life; (b) the student ("Resident") accepts a room key or other access control device for a University residence; or (c) the Resident agrees electronically using room selection software. The Resident assumes responsibility for the payment of the rates established by Colgate University and agrees to all of the terms and conditions contained within this document and the policies, procedures, rules and regulations of Colgate University in relation to Residential Life that are contained in the Colgate University Student Handbook and/or otherwise published by the University (each as amended or supplemented from time to time).

I. Period of Agreement
This agreement is binding for the entire 2018-2019 academic year except when the student (a) completes graduation requirements mid-year or (b) enters into the agreement at the beginning of the second semester. This agreement cannot be cancelled by the Resident except as provided below. During the academic year, periods of permitted occupancy are as follows:

Academic Term Occupancy: Occupancy of the assigned room is limited to the current academic term in session, commencing with the dates published by Residential Life for either returning students (August 28, 2018) or new students (August 26, 2018) move-in for fall term 2018. This agreement ends 24 hours after the Resident's last spring term final examination. Graduating seniors may remain until the residence halls close. Requests for extensions of this agreement must be made in writing according to the procedures established by the Office of Residential Life which will determine whether or not permission will be granted and additional charges assessed. Any personal belongings remaining in the Resident's assigned room following the applicable departure time (or earlier termination of occupancy as provided in this agreement) may be disposed of by Colgate University in its sole discretion without further notice to the Resident.

Winter Closing and Spring Opening: Residence halls are closed, and the Resident will not be permitted to enter or occupy the assigned room, during the winter break period, 3 p.m. Saturday, December 22, 2018, until 9 a.m. Saturday, January 19, 2019 without prior permission from the Office of Residential Life.

Early Arrival and Late Departure Charges: This agreement is for specific dates. No early arrivals or late departures are permitted without prior permission from the Office of Residential Life. Failure to comply with this may result in the assessment of charges and/or disciplinary consequences.

Room Assignments: This agreement is for a space either in a single or multiple-person room in a Colgate University residence and does not entitle the Resident to a particular accommodation or roommate(s). Colgate University reserves the right to change residence assignments upon reasonable notice if necessary for safety, health, or other reasons and/or to assign students to fill vacancies in multiple-student rooms and apartments, as determined by the Office of Residential Life.

Room Changes: Room changes will not be considered as an effective form of conflict resolution and students will be expected to go through mediation when conflicts arise. Room changes are not a matter of right and the Resident will not be permitted to move from their assigned room without the permission of the Office of Residential Life.

Loss, Damage and/or Injury: The university does not carry insurance covering personal property. Therefore, students are encouraged to obtain renter’s insurance to cover their personal property.

The university shall not be liable for any personal injuries sustained by the Resident or by any of the Resident's guests or invitees in or about the Resident’s assigned room or other areas in or about the facility in which the assigned room is located, or for any loss of, damage to, or theft of the Resident’s personal belongings or those of their guests or invitees, resulting from any cause whatsoever unless the injury, loss, damage or theft is caused by the gross negligence or willful misconduct of the university. The Resident releases Colgate University and its trustees, officers, employees, agents, contractors and representatives from any and all claims he/she may have in the future, waives all such claims, and agrees not to sue the university or its trustees, officers, employees, agents, contractors and/or representatives for any such claims, for liability arising out of any such injury, loss, damage or theft, including but not limited to claims arising out of the negligent acts or omissions of any or all of the foregoing persons/entities or others.

II. Compliance
It is the responsibility of the Resident to observe recognized standards of conduct that permit all residents to live in and maintain a safe, secure environment. Each student has the right to study and sleep without noise or disruption from the residential community. In addition to meeting all monetary obligations, the Resident agrees to adhere to provisions contained in the Student Handbook and all other published university policies, procedures, and regulations, including health and safety policies applicable to university housing.

The Resident further agrees to promptly and fully comply with verbal and/or written instruction by university officials including members of the residential life staff. This agreement and the right of occupancy granted by it do not create or constitute a leasehold or other interest or right in real property, and may be terminated as provided in this agreement or in published Colgate University policies, procedures, rules and/or regulations.
III. Obligations of the University  
Subject to the terms of this agreement, Colgate University will provide space in university housing to the Resident, together with furnishings, utilities and routine repair and maintenance service. The Resident shall not attempt to perform repairs or maintenance, but shall instead notify the Office of Residential Life or other designated university personnel of the need for repairs. Utilities are furnished in accordance with the design of the Resident’s assigned room and the facility in which it is located, and shall be subject to load limits and availability. The university may charge the Resident for any extraordinary or unreasonable use of utilities.

IV. Payment and Refunds  
University housing accommodations are for the full academic year, beginning and ending on the dates stated or referenced in this agreement. The Resident agrees to make the payments in accordance with standard university billing and payment procedures. If this agreement is terminated at any time prior to its expiration as a result of a disciplinary sanction or removal from student housing. Refunds (if any) will be made in accordance with the university’s published refund policy. Pro-rated refunds for room and board will be given for university approved leaves of absence or withdrawals based on the refund policy as stated in the university catalog. In the event that any refund is due to the Resident, the university reserves the right to offset the refund amount against any other amounts owed by the Resident to the university for any reason. The Resident will receive no reduction or refund of housing fees, nor will the university be liable to the Resident, as a result of interruption of services, utilities, appliances or other equipment due to repairs, defects or circumstances not caused by the gross negligence or willful misconduct of the university.

V. Transfer of Agreement  
This agreement may not be assigned or otherwise transferred to, nor may the assigned room be sublet or otherwise be placed in the occupancy, control or care of, another individual or entity.

CONDITIONS OF OCCUPANCY  
The following regulations have been instituted by the university in the interest of the rights and welfare of all students. The university reserves the right to amend or supplement these regulations, or to adopt new regulations, from time to time, and such amended, supplemental or new regulations will become effective and binding on the Resident when published by the university. Violations of the regulations may result in disciplinary action consistent with the Statement on Rights and Responsibilities of Students and the Code of Conduct, both of which are outlined in the Student Handbook.

1. Air Conditioner Use: Residents may not install air conditioner units in a university residence. If a student receives an accessible accommodation for an air conditioner following the university’s established process, facilities staff must approve of and install the air conditioner.

2. Alcohol and Illegal Drugs: All Colgate University students are subject to New York State law, local statutes and ordinances, and Colgate’s alcohol and other drugs policy. Kegs of alcohol are not permitted in university-owned residences. Large quantities of alcohol are subject to confiscation. The possession, use, sale, or distribution of illegal drugs is prohibited. Students who violate state or local laws or university policies will be subject to criminal and/or university disciplinary action, and/or the assessment of points in accordance with the alcohol and other drugs policy. Ignorance of the law or of Colgate’s policy is not an excuse for any violations. (Refer to Student Handbook for the complete policy.)

3. Custodial Operations: Students are responsible for cleaning the interiors of their rooms/apartments/suites. Although many common spaces within university residences are cleaned regularly by the custodial staff, students are responsible for maintaining an environment that is healthy and safe and does not require excess cleaning. All lounges and common bathrooms in residence halls are cleaned by custodial staff on a regular basis. Custodial cleaning provided in houses varies dependent upon the size of the house and programming initiatives.

4. Damages: Residents will be financially responsible for any damages that occur to residence hall property as provided in applicable Colgate University policies, procedures, rules and regulations. Damage to university residential facilities should be reported immediately to residential life staff. Additionally, regular inspections of all university residences will be carried out to identify damage. Students are responsible for avoidable damages (damage that is the consequence of careless, willful, or malicious actions) and losses that occur in student residence halls. Damage fees shall be determined by the Facilities Department on the basis of labor and material costs. Charges are assigned equally to all occupants of the designated room, floor, building, or residential area, unless the person(s) responsible for the damage is/are determined by the university or assume(s) the charge. When individual responsibility for damage and loss in public areas (e.g., bath-rooms, lounges, etc.) cannot be determined, a charge will be made to all students within a reasonably defined area (e.g., room, floor, building, etc.) following the same procedures as above. Students are not permitted to paint, renovate, or modify their rooms, and must hang decorations and/or art in accordance with stated protocols. Damage resulting from violations of this agreement will result in damage charges for the repairs. Residential life staff may refuse, revoke, suspend, or reassign housing for a student or group of students based on inappropriate behavior or damages.

5. Exterior of Property: Students may not erect or install temporary or permanent structures on university property, without prior permission from a university official. Prohibited items include, but are not limited to, wading pools, tents and inflatable structures/games.

6. Fire Safety: Evacuation: Evacuation routes have been posted in all residence halls. All university fire alarms report directly to campus safety. For life safety, students are required to evacuate a building whenever a fire alarm is activated. A room-by-room evacuation check is conducted during every fire alarm. Individuals who fail to evacuate a university building during a fire alarm will be subject to disciplinary action. In accordance with New York State fire codes, fire drills are conducted each semester to ensure campus residents are familiar with building evacuation routes. Fire Extinguishers and Other Fire-Safety Devices: Every residence is equipped with fire extinguishers and smoke detectors. Tampering with, obstructing, or the inappropriate use of any fire safety equipment (including but not limited to fire extinguishers, smoke detectors or fire sprinklers), including covering smoke detectors, is considered a serious offense that will lead to disciplinary action.

Items prohibited for Reasons of Fire Safety:  
Candles (even for decoration and unit), incense, potpourri or oil burners, halogen lamps, and neon signs. Students wishing to use candles as part of religious observance should contact the Office of Residential Life for approved designated locations for candle use. Flammable liquids (including but not limited to turpentine, paint, gasoline, propane, kerosene, charcoal lighter fluid, ether, or butane) or equipment that uses combustible fuel (e.g. motorcycles, mopeds, fueled torches). Fireworks, including sparklers. Gas or charcoal grills, including on decks and
Food Service: All first- and sophomore-year students must purchase/participate in one of the designated meal options regardless of location of housing assignment. All students residing in traditional residence halls must purchase/participate in one of the designated meal options.

7. Food Service: All first- and sophomore-year students must purchase/participate in one of the designated meal options regardless of location of housing assignment. All students residing in traditional residence halls must purchase/participate in one of the designated meal options.

8. Furniture: Students are not permitted to have pets in residential housing other than small aquarium fish (in tanks no larger than 10-gallon capacity) or assistance animals approved as accommodations by the Director of Academic Support and Disability Services. Lab specimens are strictly prohibited. Students with animals in their rooms will be subject to a cleaning, repair or replacement charge as determined by the Facilities Department. Student with unauthorized animals will be subject to disciplinary action.

9. Guests: Any non-resident of a room or apartment is considered to be a "guest" and must be sponsored by a host who is a resident of the hall, house, apartment or townhouse. Although occasional overnight guests are permitted, the right of one's roommate(s) to sleep and study must be respected at all times. Therefore, no overnight guest(s) will be permitted in any room unless and until: (1) Each room occupant gives consent. (2) Any conditions on the guest's stay are understood by all concerned. (3) These arrangements are confirmed and approved by all parties involved. (4) Residential life staff is made aware of and provide permission for the guest's stay. Duration of a guest's stay in university housing may not exceed three (3) days. It is the responsibility of the host to explain residential life and university rules to guest(s), including parking restrictions. The host is accountable for the behavior of their guests during their entire stay on campus. Non-Colgate University students under the age of 17 are not permitted in Colgate residential facilities unless they are in the immediate company of a parent or legal guardian. Siblings may be registered as a special exception during Family Weekend.

10. Keys and Other Access Control Devices: Keys and other access control devices (collectively, “keys”) are issued only to the assigned occupant(s) of a room and with the presentation of a Colgate ID. By signing acceptance of and obtaining receipt of a key, the recipient assumes acceptance of the Colgate University housing agreement and all Colgate Student Handbook and other policies related to conduct and residential life policies. “Swapping” keys without returning to the Office of Residential Life for approval and signing for the correct key may result in lock change charge. Keys are the property of the university and duplication of university keys is expressly forbidden. Students who lose their keys will be charged to cover labor and replacement expenses.

11. Maintenance: The Facilities Department addresses power and plumbing failures, as well as any general repairs. Any damage or malfunction in a student room or common area should be reported immediately to the Facilities Department between 7:00 a.m. and 4:00 p.m. on weekdays. For emergency maintenance during the weekends or evenings, please contact the heating plant at (315) 228-7468.

12. Permission to Disclose Information: The Resident grants permission to the university to contact, and disclose any and all information related to the Resident's occupancy of their assigned room to, their parent(s) or guardian(s) at any time during the term of this agreement. The purpose of this disclosure is to enable the university to exercise its rights and responsibilities in connection with the operation of its residential facilities.

13. Pets: Pets are not permitted in residential housing other than small aquarium fish (in tanks no larger than 10-gallon capacity) or assistance animals approved as accommodations by the Director of Academic Support and Disability Services. Lab specimens are strictly prohibited. Students with animals in their rooms will be subject to a cleaning, repair or replacement charge as determined by the Facilities Department. Student with unauthorized animals will be subject to disciplinary action.

14. Quiet Hours: Music, loud voices, and other loud noises should not be heard outside of university residences. Every student is responsible for respectful treatment of neighbors, in the community and in off-campus houses and apartments. In addition to every student being responsible for the maintenance of good order and reasonable quiet in his or her room, students are also responsible for maintenance of good order and reasonable quiet in the neighborhoods in and around campus. Students shall at all times show proper regard for others. All students must follow 24-hour courtesy hours and respect others' rights to live in an academically supportive environment. Minimum quiet hours in all residences are 12:00 a.m. to 8:00 a.m., Sunday through Thursday. Quiet hours on Friday and Saturday nights are 1:00 a.m. to 8:00 a.m. Residents are permitted to extend quiet hours but may not abbreviate quiet hours from those outlined above. The residential life staff will facilitate a process with residents of a designated area if they determine a need to extend these hours. Voices, radios, televisions, stereos, musical instruments, and other audio equipment shall be adjusted so as not to disturb the community. Please note that throughout final exam period (from the end of the last class until the end of the last exam) 24-hour quiet hours are in effect. Any student residents or guests of houses or apartments with multiple noise complaints and/or citations by the Village of Hamilton will be subject to disciplinary action.

15. Restricted Areas: The presence of individuals or objects on roof, balcony, or ledge areas is prohibited at all times for safety reasons and for protection of property, except in an evacuation emergency.

16. Right of Entry: Authorized university staff members, including campus safety officers, residential life staff members, and facilities employees, may enter and inspect rooms at any time without permission or consent of the student occupant(s) for health and safety purposes, to conduct repairs, or to address actual or suspected violations of law or university policies, procedures, rules and regulations, in each case subject to any applicable procedural requirements set forth in the Student Handbook. Residents are expected to comply with reasonable requests for entry.

17. Smoking: Smoking is prohibited in all Colgate facilities. Students who smoke in rooms or common spaces will be charged cleaning fees and furniture replacement associated with smoke damage in accordance with the damage policy and will be subject to disciplinary action.

18. Trash Collection: It is the residents' responsibility to deposit garbage and recycling into the appropriate location in order to keep their living area clean and sanitary. Students will be charged for any garbage clean up facilitated by the Facilities Department and will be subject to disciplinary action for excessive or repeated occurrences of failing to dispose of their garbage or recycling.

19. Weapons: It is a violation of university regulations to possess the following on campus or in university housing: revolvers, pistols, replica weapons, spring-powered pellet (or “BB”) guns, paintball guns, chemical/biological weapons, knives over six inches in length, brass knuckles,
slingshot devices, or any other substance or device designed to harm or incapacitate. Rifles, shotguns and paintball guns are not permitted on campus or in university buildings but may be safely stored at the campus safety department. This restriction does not apply to law enforcement personnel authorized by law to be in possession of such weapons. Exceptions related to educational programs require written authorization by the director of campus safety. The discharging of weapons on the Colgate campus or in the village of Hamilton is illegal and poses an obvious threat to the lives and safety of residents and will result in severe disciplinary and/or legal action against those responsible.

20. **Windows and Screens**: For reasons of health, safety, and maintenance, screens may not be removed from windows. In addition, decorations or personal items may not be hung outside a window or be placed on windowsills or ledges. Throwing objects out of windows is strictly prohibited.

21. **Withdrawal/Separation from University**: If the Resident is removed from university housing, withdraws or separates from the university voluntarily or involuntarily, during the term of this agreement, they must, within 48 hours of the effective date of such action: 1) Notify the Office of Residential Life. 2) Immediately remove all belongings from assigned room. 3) Return keys and/or other access control devices to the Office of Residential Life and complete proper check-out procedures. 4) Vacate the premises. Colgate University reserves the right to shorten the aforementioned period and/or to modify the above procedures if it determines such action to be necessary or advisable in connection with disciplinary proceedings or the Resident's involuntary removal from student housing.