



# OFFICE OF STUDENT RIGHTS, RESPONSIBILITIES, AND RESIDENCE LIFE STUDENT HOUSING TERMS & CONDITIONS SUMMARY PAGE

The 2023 - 2024 Student Housing Terms & Conditions, attached to this summary, is a contract between you, Onondaga Community College, and the OCC Housing Development Corporation that establishes the rules for you to live on-campus in one of the residence halls.

It is important that you take the time to read the entire document and become familiar with your responsibilities and rules as outlined in the terms and conditions attached. This summary page serves only to highlight the major provisions and is not part of the agreement itself.<sup>1</sup>

## Major Provisions of the Student Housing Terms & Conditions

1. You must be a registered full-time student (12 credit hours) at Onondaga Community College throughout the entire academic year. At least 9 credit hours must be taken physically on-campus.
2. **The length of this agreement is for the full academic year.** You agree to live on-campus for the entire fall and spring semester. You are agreeing to pay the full housing fee for fall and spring even if you move out early, get removed for failing to abide by OCCs rules or policies, or choose not to live in the residence hall for the spring semester.
3. Spring Cancellation: The only exception to the above is for those students (1) who do not enroll in classes for the spring semester; (2) are fully moved out of their residence hall by the fall closing date; and (3) notify OSRRRL they do not plan on returning by January 1st. Those who leave, but later reenroll for spring semester classes will not be granted this exception.
4. If your payment for housing includes approved financial aid, any loss of financial aid, change in enrollment (being below full time or withdrawing from Onondaga Community College), unsatisfactory academic progress, failure to complete any required additional financial aid documentation, or other issues will result in you being fully obligated to pay the balance of any outstanding housing fees from other resources.
5. Participation in OCC Residence Life's meal plan program is mandatory.
6. The following are important dates:

Fall Cancel Deadline: Aug 1, 2023  
Fall Move-in: Aug 25, 2023  
Thanksgiving Closing: Nov 22, 2023  
Winter Break Closing: Dec 17, 2023  
Spring Cancel Deadline: Jan 1, 2024

Spring Move-in: Jan 26, 2024  
Spring Break Closing: Mar 16, 2024  
Spring Break Opening: Mar 24, 2024  
Summer Break Move-out: May 19, 2024

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<sup>1</sup> If there is any conflict or inconsistency between this summary page and the Student Housing License Agreement that follows, the provisions of the Student Housing License Agreement will prevail.

7. Onondaga Community College and the Housing Development Corporation are not liable for any personal injuries sustained by you or your guests nor any loss of, damage to, or theft of personal belongings. Residents should carry their own insurance protection against loss or damage to their personal property.
8. You must comply with Onondaga Community College's Code of Conduct, Residence Life Handbook, and any applicable federal, state or municipal laws, codes, rules or regulations.



OFFICE OF STUDENT RIGHTS, RESPONSIBILITIES, AND  
RESIDENCE LIFE  
STUDENT HOUSING LICENSE AGREEMENT  
TERMS & CONDITIONS  
FALL 2023 – SPRING 2024

This License Agreement states the terms and conditions upon which you as a student resident may occupy and live in the residence halls operated by Onondaga Community College and the OCC Housing Development Corporation (hereinafter referred to together as “Office of Students’ Rights, Responsibilities, and Residence Life” or “OSRRRL”). The Student Housing Terms and Conditions allows the student the use of the residence hall accommodations only as outlined in College policies, code of conduct, and this document. By submitting your application for student housing, you are agreeing to the Student Housing Terms and Conditions.

Housing is limited, rooms are not guaranteed, and the OSRRRL reserves the right to make all room assignments and re-assignments of you and other occupants of the residence halls in its sole discretion.

This Student Housing Terms and Conditions does not create an interest or right in real property and may be terminated by the OSRRRL as described below. The OSRRRL reserves the right to reject applications or to terminate your room assignment at any time if it determines, in its sole discretion, that such action is in the best interests of the OSRRRL, the orderly operation of the College, and/or any member of the College community. The OSRRRL also may reject an application or terminate your room assignment if you fail to meet the eligibility criteria, or otherwise fail to comply with the Student Housing Terms and Conditions.

The OSRRRL reserves the right to deny housing to anyone it determines to pose a risk of harm to persons or property.

### **HOUSING ELIGIBILITY**

To be eligible to live in the residence hall you must meet the following eligibility requirements:

1. You must be enrolled in a degree program and be registered full-time (a minimum of 12 credit hours) throughout the entire semester. With at least nine (9) credit hours being taken physically in class, onsite, at Onondaga Community College.
  - Students who do not meet the minimum credit hour requirement may request special permission to live on campus, and such permission may be granted at the sole discretion of the Director of Students’ Rights, Responsibilities, and Residence Life, or their designee.
2. You must be 18 years of age by December 31<sup>st</sup> of the academic year you are planning to live on campus. Students under the age of 18 as of their first night in residence, **may** be placed to live in a suite in which a resident assistant also resides.
  - Students who do not meet the minimum age requirement may request special permission to live on campus, and such permission may be granted at the sole discretion of the Director of Students’ Rights, Responsibilities, and Residence Life or their designee. If permission is granted and you are under the age of 18 by December 31<sup>st</sup>, you must complete an “Parental Consent” form prior to assignment.
3. You must meet all payment deadlines as described in the section titled *Fees*.

4. You must comply with Onondaga Community College's Code of Conduct, Residence Life Handbook, and any applicable federal, state or municipal laws, codes, rules or regulations. The OSRRRL may terminate your room assignment in accordance with the procedures set forth in the Code of Conduct, the Residence Life Handbook, or these terms and conditions, if you are determined to have violated any policies, rules, or laws.

## **APPLICATION**

Prior to receiving a room assignment in the Residence Halls, you must:

1. Complete an online application at: [www.sunyocc.edu/apply-for-housing](http://www.sunyocc.edu/apply-for-housing)
2. Complete and Sign the Student Housing License Agreement Terms & Conditions.
3. Submit a non-refundable \$200 application fee.
  - a. The application fee is not an advance payment towards your housing fee.
  - b. The application fee covers the fee for two consecutive academic years.
4. This agreement must be co-signed by a parent or legal guardian of a student under the age of 18 at the time of application.
5. Submit Proof of Health Insurance. You must provide a digital copy of your insurance card as evidence (including the name and policy number of the insurance carrier) of health insurance to the OSRRRL prior to receiving a room assignment.
6. Satisfy all applicable health requirements. New York State Public Health Law requires all college students to demonstrate proof of immunity against measles, mumps, rubella and meningitis (or to provide a signed meningitis waiver). Immunization for Hepatitis B is strongly recommended.
  - a. You can send them by fax to (315) 469-9270 or by email them to [immunizations@sunyocc.edu](mailto:immunizations@sunyocc.edu).
7. Enroll in a degree program and register for full-time status (minimum of 12 credit hours) with a minimum of 9 credit hours in person.

## **TERMS OF AGREEMENT**

- The length (term) of occupancy under the Student Housing Terms & Conditions is both the fall and spring semesters of the applicable academic year, except in circumstances in which the OSRRRL permits a student to begin occupancy during an academic year already in progress. Spring Cancellations may be granted if you meet the exceptions noted under the Terminations / Refunds section of this License Agreement.
- **Occupancy Dates:**
  - Halls Open for Fall Semester: Friday, August 25, 2023 at 8:30 AM
  - Halls Close for Thanksgiving Break: Wednesday, November 22, 2023 at Noon
  - Halls Open after Thanksgiving Break: Sunday, November 26, 2023 at 9:00 AM
  - Halls Close for Winter Break: Sunday, December 17, 2023 at Noon
  - Halls Open for Spring Semester: Friday, January 26, 2024 at 8:30 AM
  - Halls Close for Spring Break: Saturday, March 16, 2024 at Noon
  - Halls Open after Spring Break: Sunday, March 24, 2024 at 9:00 AM
  - Halls Closed for Summer: Sunday, May 19, 2024 at Noon

- **Early Arrivals:** Written requests to arrive before the occupancy dates will only be granted for athletics, orientation activities, or academic classes or programs, at the sole discretion of the Director of Students' Rights, Responsibilities and Residence life, or their designee. Requests must be submitted in writing by August 1<sup>st</sup> for fall or January 1<sup>st</sup> for spring. Additional Fees may apply.
- **Late Departures:** Written requests to leave after the designated departure date after occupancy dates will be granted at the sole discretion of Director of Students' Rights, Responsibilities and Residence Life, or their designee, and may not extend beyond Wednesday, May 22, 2024. Additional Fees may apply.
- All residents must completely vacate their room prior to the official closing time of the residence hall or within 24 hours after your last final exam, whichever is earlier unless approved for late departure.
- Failure to move into the residence halls within 48 hours after their designated move-in time, without notifying the OSRRRL may result in you being assigned a room other than the one originally assigned or in the termination of your room assignment at the sole discretion of the Director of Students' Rights, Responsibilities, and Residence Life, or their designee.

### **BREAK HOUSING**

- Break Housing is a period when normal housing accommodations are not available (Early Arrival, Thanksgiving Break, Winter Session, Spring Break, and Late Departures). There is an additional housing fee associated with the respective break periods and payment is due in full prior to the break period/moving into the residence halls.
- Students requiring Break Housing must complete an official request with the OSRRRL by the due date for consideration. The request form will be available online in the Housing Portal at least 1 month prior to the break. Approval for Break Housing is at the discretion of the Director of Students' Rights, Responsibilities, and Residence Life, or their designee. All other terms and conditions set forth above apply for break housing, and there are no refunds for break housing fees.
- To be eligible to stay during winter break, you must reside in the Residence Hall for the entire winter semester and be enrolled in at least three (3) credit hours for the winter semester session.
- The OSRRRL reserves the right to relocate students to a space other than the one they were assigned for any break period.
- For students in the foster care system, or are otherwise classified as independent on their financial aid paperwork, please contact the OSRRRL for information regarding Break Housing.

### **FEES**

- The OSRRRL reserves the right to modify any or all fees at any time upon written notice to you. If you are unwilling to pay the revised fees, you may request termination of your room assignment on or prior to the date specified in the student's billing statement.
- You are responsible to pay all costs of collection incurred by the OSRRRL in enforcing its rights to payment under the Student Housing Terms & Conditions, including collection agency fees, attorneys' fees and court costs.

- The Student Housing Terms & Conditions is binding for the academic year (Fall & Spring Semester). Official college vacation periods are not included, and such periods are not covered by the annual fees. Spring cancellations may be granted if you meet the exceptions noted under the Terminations / Refunds section of this License Agreement.
- **2022-2023 Housing Fee:** The 2023-2024 Academic Housing Fees have not been finalized. For reference the 2022-2023 Housing Fees are below but are subject to change.

Room Type	Academic Year (Fall and Spring) Charge	Spring Semester Only
Single Room	\$7,270.00	\$3,635.00
Double Room	\$6,270.00	\$3,135.00

- **Early and Late Departure Fee:**

Room Type	Rate
Single Room	\$32.59 /daily
Double Room	\$28.20 /daily

- **Thanksgiving Break Fee:**

Room Type	Rate
Single Room	\$140.00
Double Room	\$96.00

- **Winter Session Fee:**

Room Type	Rate
Single Room Occupancy	\$1050.00
Double Room Occupancy	\$720.00

- **Spring Break Fee:**

Room Type	Rate
Single Room Occupancy	\$175.00
Double Room Occupancy	\$120.00

- **Programming Fee:** Each student is charged an \$80.00 Programming Fee each semester.
- **Lockout Fee:** If you are locked out of your room a staff member is available to open your door. Upon the fourth lockout in an academic year and for each lockout thereafter a \$5 fee will be charged and placed on your student account. Additional fees may apply if you lose a key and the locks need to be changed.
- **Double Room Buy Out Fee:** Three weeks after the beginning of each semester, residents with half-vacancies in their room may request the option of buying out the second bed in that room at an

additional cost for the remaining length of the semester. Buyouts will end at the end of each semester and the second bed will be available for assignment for next semester. All college furniture must remain in the room. Approval of the request is at the sole discretion of the Director of Students' Rights, Responsibilities, and Residence Life, or their designee. The Director will consider the student's ability to pay the increased cost. The cost for a double room buyout will be an additional \$750 a semester. This amount will be pro-rated based on the week a student is approved to buyout the room.

### **FINANCIAL AID AND PAYMENT PLANS**

- If your payment for housing includes approved financial aid, any loss of financial aid, change in enrollment (being below full time or withdrawing from Onondaga Community College), unsatisfactory academic progress, failure to complete verification, any required additional financial aid documentation, or other issues will result in you being fully obligated to pay the balance of any outstanding housing fees from other resources.
- Any balance due after estimated financial aid is applied must be paid by the payment deadlines indicated below. If you are enrolled in a monthly payment plan, you must remain current in your payments to remain in housing.
- Students failing to make full payment, enroll in and make expected payments through a payment plan, or obtain proper deferral may lose their housing assignment through termination of the Student Housing Terms and Conditions and will remain financially responsible as outlined in the Termination clause.
- **Payment in full** for the semester is due by the following dates:

<b>Semester</b>	<b>Due Date</b>
Fall 2023	August 7, 2023
Winter 2024	December 12, 2023
Spring 2024	January 8, 2024
Summer 2024	May 13, 2024

### **DAMAGES**

- In its sole discretion, the OSRRRL will assess charges for damage in excess of what would be considered normal wear and tear to the residence halls, its furnishings and grounds. Any such amount will be applied to your student account and will be payable in full. You are responsible for any damage to your room and suite, and any College property in them. Any damage in your room or suite that cannot be attributed to individual resident(s) will be considered the joint responsibility of all assigned occupants of the room or suite. Damage in public areas of the Residence Hall will be assessed and billed to the appropriate parties, at the discretion of the OSRRRL. You are personally responsible for the acts of your guests or invitees, including damage to property or violations of college policies.

### **MEAL PLAN**

- Participation in OSRRRL's weekly meal plan program is mandatory. The default meal plan will be the 14-meals per week plan. You may choose a 16 or 19 meals per week plan each semester should that be preferred.
- The 2023-2024 Academic Year Meal Plan rates have not been finalized. For reference the 2022-2023 meal plan rates are below but are subject to change.

2022-2023 Meal Plan Rates		
14 Meals Per Week Plan	\$1,595/semester	\$175 Flex Dollars
16 Meals Per Week Plan	\$1,716/semester	\$175 Flex Dollars
19 Meals Per Week Plan	\$1,826/semester	\$175 Flex Dollars

- You may change your meal plan election without penalty through Friday of the third week of classes. Students who withdraw from housing prior to the start of semester are eligible for a full refund for costs associated with the meal plan.
- Students who withdraw from housing once classes have begun will be eligible for a partial refund of the costs associated with their identified meal plan. Your refund is dependent on the date of withdrawal, as seen below.

Meal Plan Partial Refund Rates	
<u>Date of Voluntary Withdrawal</u>	<u>% of Meal Plan Rate Refunded</u>
During 1 <sup>st</sup> Week of Classes	75%
During 2 <sup>nd</sup> Week of Classes	50%
During 3 <sup>rd</sup> Week of Classes	25%
After 3 <sup>rd</sup> Week of Classes	No Refund Issued

## **TERMINATIONS/REFUNDS**

- In the event you withdraw from the College during a semester or drop below a full-time (12 credits hours) credit load, you must vacate the residence hall within 48 hours, or within such shorter or longer period as determined by the OSRRRL and this Student Housing Terms & Conditions agreement will be considered terminated. Students who fall below full-time may request special permission to live on campus, and such permission may be granted at the sole discretion of the Director of Students' Rights, Responsibilities, and Residence Life, or their designee.
- The OSRRRL will retain a student's application fee and terminate the Student Housing Terms & Conditions if a student:
  - Withdraws from the College and/or housing (voluntarily)
  - Is removed from the College and/or housing (involuntarily)
  - Is no longer eligible for housing or otherwise becomes ineligible for housing
- **Should termination of the Student Housing Terms & Conditions occur after August 1st, you will remain responsible for all applicable fees for the entire academic year unless meeting an exception outlined below:**
  - If a student withdraws/terminates the Student Housing Terms & Conditions agreement between August 1<sup>st</sup> and January 1st the student will be financially obligated for all costs associated with their housing assignment for the fall semester but may terminate their spring assignment without financial liability if they (1) do not enroll in classes for the spring semester, (2) are fully moved out of their residence hall by the fall closing date, and (3) notify OSRRRL they do not plan on returning by January 1st. Those who leave, but later reenroll for spring semester classes will not be granted this exception.
  - Students who are academically dismissed by the college after the fall semester will have their spring assignment terminated without financial liability.
- Any student who withdraws/terminates the Student Housing Terms and Conditions agreement after January 1st will be financially obligated for all costs associated with their housing assignment for the spring semester.



- Students who wish to appeal housing and meal plan fees associated with withdrawing or terminating the Student Housing Terms & Conditions agreement, or their early departure from housing, may submit a “Tuition and Fee Appeal” form. Appeal eligibility criteria are listed on the appeal. The form can be found on our website: <http://www.sunyocc.edu>.
  - Appeals must include all supporting documentation at the time of the appeal. Appeals received without proper documentation and appeal form will be denied. The decision of the Appeals Committee is final.
- **Duties Upon Termination:** If the Student Housing Terms and Conditions agreement expires or is terminated for any reason, you must return all keys and vacate your room within 48 hours, or within such shorter or longer period as determined by the OSRRRL. Should personal belongings be left in the room longer than the allotted 48 hours, any and all personal belongings remaining will be donated as the OSRRRL deems appropriate.

### **OCCUPANCY AND USE OF PREMISES**

- **Cleanliness:** Residents are responsible for room cleaning, regular waste removal and maintaining satisfactory sanitation and life safety standards as determined by the OSRRRL.
- **Furnishings:** Residents may not move College furnishings from one room to another.
- **Keys:** It is the responsibility of each resident to secure all keys. The transfer of a key to another individual is prohibited. A fee will be assessed for any lost or missing keys.
- **Check-in Requirement:** The resident must check in with OSRRRL staff when moving in or changing rooms. At that time, building and room access will be arranged. Residents must review and submit a room condition report by the designated deadline. This form is the basis for assessment of any damage or loss attributed to the resident at the end of the occupancy period. Failure to submit a room condition report by the designated deadline will result in the resident assuming responsibility for damages in the room.
- **Check-Out Requirement:** At the end of the occupancy period, when the Student Housing Terms and Conditions agreement is terminated, or the resident changes rooms, the student must complete the checkout procedure established by the OSRRRL. The check-out procedures include the (1) removal of personal belongings and ensuring the room is as clean as it was at the time of check-in, (2) checking the condition of the room or suite, and (3) returning all keys for the room, suite, or building.
- **Approved Residential Use Only:** Your assigned room are to be occupied exclusively by you and other assigned students, for residential use only. The suite, room, or any other part of the Residence Hall, may not be used for any commercial, business or other purpose. You may not assign, sublease or otherwise transfer, in whole or in part, your right of occupancy created by the Student Housing Terms & Conditions.
- **Roommate Requests and Room Changes:** You may request one or more other student(s) of your suite be a specific person(s) identified by you, on the housing application. Should you wish to switch rooms mid-semester or to live with other current students, you may make such a request by filling out the “Room Change Request” form with a Residence Life professional staff member. The OSRRRL has no obligation to honor roommate or room change requests. Should you be granted a room change and a different room type, you must pay the rate difference between your originally assigned and newly assigned space.

- **Vacancy Room Consolidation:** The OSRRRL reserves the right to relocate and consolidate students to maximize occupancy. This vacancy consolidation process attempts to ensure that students occupying similar spaces are charged similar rates.
- **Filling of Vacant Spaces:** In the event that any resident of the suite or room fails to take occupancy, or ceases to occupy the suite or room, the OSRRRL shall have the right to make the space available to other students. The OSRRRL has no obligation to place other students in an empty space or to obtain permission from you with respect to alternate or replacement residents. The OSRRRL shall have no obligation to inform you of new resident assignments. In order to accommodate a potential new roommate, the resident of a partially filled room is required to make one set of furnishing available for use and to keep the rest of the room reasonably clear and ready for occupancy.
- **Right of Entry:** The OSRRRL, including Facilities and Support Services, reserves the right to enter any part of the Residence Hall, including your room or suite, at any time without prior notice. Right of entry is extended to any college affiliates, contractors, vendors etc. as approved by the OSRRRL. This includes the right to enter a room or suite for health and safety inspections. Staff members are required to identify themselves prior to entering a room.

## **NOTICES**

- **Personal Injury, Property Loss or Damage:** Neither the OSRRRL, nor the County of Onondaga, shall be liable for any personal injuries sustained by you or by any of your guests or invitees while on campus, in your room, suite or other areas in the Residence Hall. The OSRRRL nor the County of Onondaga shall be liable for any loss of, damage to, or theft of personal belongings or those of your 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 OSRRRL or the County of Onondaga.
  - **Residents should carry their own insurance protection against loss or damage to their personal property.**
- **Interruption of Service:** You will receive no reduction or refund of housing fees, nor will the OSRRRL be liable to you, as a result of interruption of services to utilities, appliances, or other equipment due to repairs, defects or circumstances not caused by the gross negligence or willful misconduct of the OSRRRL.
- **Notice Regarding Temporary Housing:** The OSRRRL, in its sole discretion, may temporarily assign you to alternate housing facilities not on the campus of the College (the "Temporary Housing Facilities") or make other reasonable arrangements. OSRRRL will provide notice to you of such Temporary Housing Facilities or other reasonable arrangements. This License Agreement will remain in effect during your occupancy of the Temporary Housing Facilities, and the housing fees due and payable hereunder will continue to be due and payable without adjustment or reduction.
- **Amendment of Terms and Conditions:** The OSRRRL may revise these terms and conditions at any time. The revised terms and conditions shall be binding upon you and the OSRRRL as of the date they are first posted at [www.sunyocc.edu](http://www.sunyocc.edu).
- **Non-discrimination:** The OSRRRL does not discriminate on the basis of race, religion, color, sex, sexual orientation, national origin, age, disability, predisposing genetic characteristics or carrier status, military service or veteran status, marital status gender identity or expression, or any other characteristic protected by law. The OSRRRL complies with all applicable equal employment opportunity and non-discrimination laws.