THIS ON-CAMPUS HOUSING CONTRACT (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN UTICA UNIVERSITY (THE "UNIVERSITY") AND THE ABOVE-REFERENCED STUDENT OF UTICA UNIVERSITY (THE "STUDENT").

1. **Term.**
   The term of this Contract shall be the regular undergraduate academic year of the University, consisting of the fall and spring semesters determined by the University each year, or for the spring semester if submitted mid-year. The Student shall be responsible for the cost of a room for both semesters unless otherwise set forth in sections 4 or 5 below.
   a. The room shall be available for occupancy 24 hours prior to the first day of the normal undergraduate semester and shall be vacated no later than 24 hours after the end of the undergraduate exam period and/or by the advertised start of a school break. Vacated deadlines for the academic year can be found in the important dates section of the Student Living website.
   b. The University is not responsible for housing students during official University holidays and/or breaks (e.g., Thanksgiving, Winter, and Spring Recess). As a result, housing is not available during these periods unless a student receives prior approval through the University's break housing request process. Students who are approved to remain in the residence halls during these breaks may be subject to additional housing fees and must comply with all outlined terms and conditions. All students without approval to stay, agree to not remain in the halls during specified break dates. Students who are not approved agree not to remain in the residence halls during these break periods. Students are authorized to leave their belongings in their assigned rooms during breaks within the contracted timeframe, unless otherwise specified.
   c. The Student's right to occupy their assigned room and use the residence halls shall immediately terminate upon the Student's withdrawal, suspension, or dismissal from the residence halls or the University. The student agrees that in such an event, the student shall vacate their room in the residence halls at the time set forth by the University and shall not return to the residence halls without the express written approval of the University, and if the student returns without said permission, the Student will be considered a trespasser.
2. **Eligibility for Student Housing.**
   In order to be eligible to occupy and remain a resident in the residence halls, the following requirements must be met:
   a. The Student must be enrolled and registered as a full-time on-ground student, with a majority of in-person classes, in good academic standing at the University. At the University's discretion, students may be approved as an exception to this policy. Any exception request should be directed to the Office of Student Living.

b. The Student must not violate the terms of this Contract, and/or engage in conduct prohibited by the Residential Student Handbook, published by the University, nor any other and further rules and regulations established by the University (such as Student Code of Conduct, Student Handbook, Graduate/Undergraduate Catalog, etc.) which shall be published and made generally available by the University from time to time and shall be enforceable upon the Student upon such publication, including, but not limited to, Student Living Policies and Procedures.
c. Students in University housing are required to have a University residential meal plan applicable to their housing assignment location.

3. **Two-Year Residency Requirement.**
    a. All students are required to live in a Utica University residence hall for the first two years of attending Utica University. At the discretion of the University, certain situations (as outlined below in sections 4 and 5), may result in a student being granted an exemption from the two-year residency requirement or release from their current, active On-Campus Housing Contract.
4. **Residency Exemptions.** In certain circumstances, students may be eligible for an exemption from the two-year residence requirement. Granting of such exemptions is subject to review and approval by the University. The process for seeking an exemption can be found on the Utica University Student Living website. Residency Exemptions may be submitted up until the start of the academic semester.
    a. Potential rationales for approved Residency Exemptions include:
        i. The Student's intended house is within a 30-mile driving distance of campus AND
            1. The Student is residing with their parents/legal guardians, AND/OR spouse documented by marriage AND/OR domestic partnership, AND/OR a declared dependent, AND/OR an approved relative who will act as the designated guardian during their attendance at the University.
        ii. The Student is a transfer student who has completed two or more years as a full-time, matriculated student at another institution, or in conjunction with their time at Utica University and another institution.
        iii. The Student will be 21 years of age by August 1 (applicable during the summer prior to the first day of classes for the fall term for incoming first-year or transfer students only)
        iv. The Student is an active or military veteran
        v. The Student has acquired significant life experiences that align with the unique experiences of the aforementioned exemptions. This may include individuals who have participated in long-term community service programs (e.g., Peace Corps, AmeriCorps), traveled extensively with

organized groups or teams, or engaged in similar life-enriching experiences.

5. **On-Campus Housing Contract Releases.** In certain circumstances, students may be eligible for a release from their current On-Campus Housing Contract. Granting of such exemptions is subject to review and approval by the University. The process for seeking a release can be found on the Utica University Student Living website. On-Campus Housing Contract Release Applications must be submitted at least five (5) business days prior to the start of the academic semester in which the Student is applying for a release. Exceptions to this timeframe may be considered only for students who will not be returning to the institution for the upcoming semester.
    - **a.** Potential rationales for approved On-Campus Housing Contract Releases include:
        - i. Potential rationale for all terms:
            1. The Student is studying abroad for the semester/year
            2. The Student is completing an internship, clinicals, or fieldwork that is further than 30 miles away from the main Utica University campus
            3. The Student has a documented medical/psychological diagnosis that cannot be accommodated on campus
            4. The Student has experienced a significant change in their financial status
            5. The Student will no longer be attending the University for the semester/year
            6. The Student has met all academic requirements and will be graduating
            7. The Student's academic schedule consists entirely of online courses, and they wish to complete their semester from their legal address.
            8. The Student wishes to change their status to commuter AND the Student's intended house is within a 30-mile driving distance of campus AND
                a. The Student will be residing with their parents/legal guardians, AND/OR spouse documented by marriage AND/OR domestic partnership, AND/OR a declared dependent, AND/OR an approved relative who will act as the designated guardian during their attendance at the University.
        - ii. Potential rationale for release applications submitted prior to the fall term only:
            1. The Student has already met the two-year housing requirement and has decided not to live on campus for the academic year.

iii. Students who are approved for an On-Campus Housing Contract Release and applied during the grace period (begins by completing the On-Campus Housing Contract for the upcoming year and ends on May 31 at 11:59 PM) may receive their housing deposit back if they are in good financial standing at the University.

6. **Charges.**
    a. All room fee rates are established at the beginning of each fiscal year by the University and are uniformly based on the type of room and the term(s) of this Contract. Room fees shall be determined by the University prior to the beginning of the term, and notice of the same shall be given to the Students by the University through a University publication and/or individual written notices to the Student, and upon such publication and/or written notice shall be binding on the Student for purposes of this Contract.
    b. The Student agrees to pay a deposit prior to occupying the room for the academic year. This deposit will be credited toward the room fees on the Student's financial account and is non-refundable. In certain situations, the Student may receive their deposit back; this is outlined in Section 5 of this Contract.
    c. Students who are approved mid-year Residence Hall Releases shall remain responsible for the payment of all rent until the end of the identified semester. Refunds of any room and board fees shall be made in accordance with the following fee schedule:

Dates	**Housing Deposit**	**Fall Room and Board Fees**	**Spring Room and Board Fees**
Between submitting the On-Campus Housing Contract and May 31 at 11:59 PM	100% refund of Housing Deposit (if applicable in item b above)	100% refund	100% refund
June 1 to the first day of the fall academic term	Forfeiture of Housing Deposit Fee	100% minus the deposit forfeiture for fall term	100% refund
First day of fall academic term to the fourteenth day of the fall academic term	Forfeiture of Housing Deposit Fee	Prorated refund for fall term (determined by # of days in housing)	100% refund
Fifteenth day of the fall academic term to the start of the spring term	Forfeiture of Housing Deposit Fee	0% refund for fall term	100% refund for spring term
First day of spring academic term to the fourteenth day of the spring academic term	Forfeiture of Housing Deposit Fee	0% refund for fall term	Prorated refund for spring term (determined by # of days in housing)
Fifteenth day of the spring	Forfeiture of Housing	0% refund for fall term	0% refund for spring

academic term to the last day of the spring term	Deposit Fee		term

7. **Meal Plan.**
   Students in University housing are required to have a University residential meal plan applicable to their housing assignment location. Terms and items in regard to the meal (board plans) are outlined by the Sodexo Dining Services Office on campus.
8. **Move-In Requirements.**
   Before being approved to move into their residence hall, The Student must fulfill the basic prerequisites. This includes, but might not be limited to, submitting necessary medical documentation and either settling the full payment or arranging a payment plan. Students who have not obtained their keys are strictly prohibited from accessing their designated space until they have fulfilled these requirements and received their assigned key.
9. **Room Assignments.**
   Room assignments shall be made by the University at its sole discretion. Its use of a point, lottery, preference, seniority, or time priority system for making such assignments may be changed or eliminated at its sole discretion. If possible, the University shall cooperate with students who wish to change their room assignment. Any student desiring a change shall apply to the Office of Student Living and comply with its prescribed procedures. The Student shall pay on demand any increase in rental for the new room assignment. The University reserves the right to assign occupants to different University housing in the event of redesignation of residence hall category, substantial conflict with other occupants, as part of the room consolidation process, or as part of disciplinary action against the Student. The University reserves the right to assign other occupants to any available space, regardless of current students assigned to the same suite, cluster, or bedroom. Unless otherwise communicated, a student's room assignment will be in effect for the full contracted timeframe.
   a. **Triple Occupancy.**
      Utica University reserves the right, in its sole discretion and at any time, to designate any or all student housing as available for expanded occupancy up to three students per bedroom. Students placed in a three-person occupancy room in North or South will receive a prorated price, as determined by Utica University. This prorated price will go into effect after Fall Break in October and will be retroactive to the beginning of the academic year. Students who are de-tripled into a double occupancy room prior to or during the academic year will then be charged the standard double housing rate effective the date of their new housing assignment.

10. **Utilities.**
    The University shall furnish, at no additional cost to the Student, all heat, light, and water reasonably required for the Student's occupancy of the room. Such utilities shall be furnished in accordance with the existing design of the building occupied by the Student and shall be subject to load limits and availability. The University may charge the Student for any extraordinary or unreasonable use of utilities. The University shall not be liable for any matters, claims, or any other damages resulting from the interruption of utility service. There will be no rent adjustment due to the University's inability to restore service within a reasonable period of time. Internet service may, in the University's sole discretion, be provided in accordance with the University's established policies and rules.
11. **Use of Premises.**
    Students agree to abide by all rules and regulations set forth by the University, including but not limited to the Student Code of Conduct and the Student Living Policies and Procedures outlined in the Residential Student Handbook.
    a. Compliance is expected in areas such as fire safety, alcohol and drug policies, pets, excessive loads, weapons, and any other rules specified in the handbook.
    b. The University reserves the right to impose reasonable requirements and prohibitions related to the use or storage of items in residence halls.
12. **Maintenance, Care of Premises, and Repairs.**
    The University shall be responsible for all maintenance and repair of the residence halls and their furniture, equipment, and fixtures. The student shall not attempt to perform such maintenance or repairs, but shall notify the University's Office of Student Living of the need for such maintenance or repairs. The Student shall submit a work order through the Utica University work order system within 1-2 days of discovering the required maintenance or repair concern.
    a. No unauthorized alterations or additions to rooms or halls. Nails, screws, and adhesives that cause damage are prohibited.
    b. Double occupancy rooms should be occupied accordingly.
    c. Cleaning regulations must be followed for private and common spaces. Non-compliance may result in disciplinary action or repair charges.
13. **Safety.**
    a. Firefighting, detection, sprinklers, and alarm equipment are provided for resident safety.
    b. Misuse of this equipment is a violation of University regulations and New York state civil statutes.
    c. Criminal penalties may apply for falsely activating a fire alarm.
    d. Removal of window screens is not allowed for any purpose.
14. **Right of Entry.**
    The University reserves the right to enter the Student's room and the residence halls at any time to inspect the room or perform maintenance and repairs and/or for any other

reason pursuant to its published policies and procedures as they now exist or as they may hereafter be amended. In any event, the University may enter the Student's room and residence halls without notice at any time, including, but not limited to, if it has reason to believe a health or safety emergency exists or for the purpose of health, safety, at the time of a scheduled break, or Student Code of Conduct inspections. The Student shall not interfere in any way with the University's right of entry.

15. **Smoke-Free Policy.**
    Residence halls maintain a smoke-free environment. Smoking, vaping, and the use of hookahs or marijuana are strictly prohibited within the halls. Designated smoking areas are available outside the halls for those who choose to smoke or use an electronic nicotine delivery system (vapes, e-cigs, etc). Electronic nicotine delivery systems (vapes and e-cigs) are prohibited in the residence halls due to fire safety concerns. Marijuana and hookah use are prohibited on campus.
16. **Personal Property.**
    The University shall not be responsible or liable for the personal belongings of students, their families, or guests occupying student housing, and assumes no responsibility for the theft, destruction, or loss of money or other valuables. The University recommends that the Student insure such personal belongings under an appropriate insurance policy. More information about suggested renters' insurance can be found on the Student Living website. Any personal belongings left behind by a Student following termination of occupancy for any reason may be disposed of by the University at its discretion without liability to the University.
17. **Termination of Occupancy.**
    a. The University may terminate the occupancy of the Student in the residence halls under this Contract upon the occurrence of any of the following:
        i. Failure to pay fees when due;
        ii. The residence hall is closed.
        iii. Failure to comply with any term or condition of this Contract or any University rule or regulation, whether or not contained or referred to in this Contract;
        iv. Where it is in the best interest of the University and the Student; or
        v. The term of this Contract has been completed.
    b. Upon termination from the residence halls, the Student shall receive notification of the termination. Students must vacate the premises and turn in all keys by the University-designated date.
    c. Students who are required to vacate the residence halls due to conduct-related sanctions will still be responsible for payment of all housing and meal charges until the end of the semester in which the Student is sanctioned.
18. **Vacating the Premises.**
    Upon termination of the right of occupancy, whether by expiration of the occupancy term

or otherwise, the Student shall immediately vacate the residence halls and deliver possession to the University as set forth in paragraph 16a above. The Student shall deliver all keys and/or card access to the room and residence hall within 24 hours of departure. Failure to return all keys may result in an additional charge for changing locks.

19. **Notices.**
    Except as may be otherwise prescribed in this Contract, all notices to Students shall be deemed sufficiently given if in writing and either:
    a. Mailed to the last known address of the recipient of the notice, and such notice to be effective when placed in the United States mail in a properly addressed envelope with sufficient postage;
    b. Delivered personally to the Student or any other occupant of the Student's room over the age of 17;
    c. Emailed to the Student's Utica University email address by an authorized representative of the University. In the event that a student's Utica University email has been disabled due to an interim or permanent suspension, notices may also be sent to the Student's personal email address on file.
    d. Notices to the University shall be in writing and delivered to the Office of Student Living.
20. **Damage to Premises.**
    The Student shall exercise ordinary care with reference to the premises and the contents thereof. The Student shall be personally responsible for any damage to the University property resulting from the intentional or negligent act of the Student, or member of their family, or any guests of the Student, reasonable wear and tear accepted. Loss of property or damage to common areas may be assessed to the occupants of the floor or contiguous area.
    a. The Student shall pay on demand the amount of any cost, expense, or loss resulting from any such damages. Such damage charges may be made to a Student's tuition account with the University.
    b. The Student and the University will complete a mutual Room Condition Report at the beginning of the contract to outline any pre-existing damage. At the end of the contract, any new damages will be compared to this check-in Room Condition Report and documented as a check-out damage on the same report.
21. **Additional Remedies.**
    In addition to all other rights and remedies afforded to it under this Contract or applicable law, the University may suspend a student who fails to perform the financial obligations under this Contract from registration, future registration, and attendance at classes, and may withhold grades, transcripts, or diplomas. Student additionally agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be made or incurred by the University in enforcing this Contract.

22. **Jurisdiction.**
    Any Student or other person financially responsible with respect to this Contract hereby consents to be subject to the jurisdiction of the courts of the State of New York with venue in the appropriate court located in Oneida County, with respect to any legal action for the enforcement of any term or provision of this Contract.
23. **Applicable Codes, Ordinances, and Laws.**
    The Student shall comply and shall cause all members of her or his family and guests to comply with all applicable codes, ordinances, and laws affecting the University's residence halls and the Student's particular room.
24. **Restriction on Assignment.**
    This Contract and the right to occupy residence halls granted by the University to the Student does not create or constitute a landlord/tenant relationship, nor does it create any interest or estate in realty, and shall not be assignable by operation of law or otherwise, without the prior written consent of the University. The Student may not assign their right of occupancy created by this Contract.
25. **Waivers, Successors.**
    a. Rights under this Contract shall be cumulative and not exclusive. Any exercise or failure to exercise a right or remedy under this Contract or under applicable law, on the part of the University, shall not be considered a waiver of any other right or remedy or of the right to exercise that or any other right or remedy in the future. No waiver shall be binding upon the University unless in writing and signed by a duly authorized officer.
    b. This Contract is binding upon the University and Student and their respective heirs, executors, administrators, successors, invitees, and all other successors in interest.
26. **Other Rules and Regulations.**
    The living and study conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of the University and all of its students. Therefore, the University may impose, and the Student shall abide by, other rules and regulations for the conduct of students occupying rooms and residence halls at the University. Such rules shall be binding upon the Student upon publication, without further notice. All students occupying residence halls are required to adhere to the Residential Student Handbook, as well as any other and further rules and regulations established by the University The Student must not violate the terms of this Contract, and/or engage in conduct prohibited by the Residential Student Handbook, published by the University, nor any other and further rules and regulations established by the University (such as Student Code of Conduct, Student Handbook, Graduate/Undergraduate Catalog, etc.) or the Office of Student Living. Such rules and regulations shall be published and made generally available by the University from time to time.

27. **Completion of Contract.**
    Completion and delivery of this Contract by the Student does not constitute acceptance by the University. This Contract is approved and accepted by Utica University only when signed by the Office of Student Living.