

II. ELIGIBILITY.

- a. Except as otherwise provided in this Agreement, all residents must be enrolled at Binghamton University as full-time matriculated students to obtain University housing.
- b. Once a full-time student occupies University housing, dropping below full-time status does not automatically terminate this agreement.
- c. Binghamton Advantage Program students are eligible to live in Binghamton University Residence Halls and are subject to all of the same terms and conditions of housing as apply to Binghamton University students.
- d. All residents must comply with applicable NYS Public Health Law requirements and Binghamton University policies on tuberculosis screening.
- e. Residents not officially registered for classes at the University, who withdraw or who are mandated to leave by the University are required to vacate their rooms within 48 hours of becoming ineligible, unless otherwise authorized. Once checked out, students may only be present in the residence halls in accordance with the guest policy as stated in Section IV. 8. below.
- f. Housing requests from students who have a felony conviction will be considered on an individual basis. Students may be required to submit court records and other information as required by SUNY Board of Trustees Policy to be used in assessing their eligibility for on campus housing.
- g. Housing requests from students who have been suspended or dismissed from another college or university will be considered on an individual basis. Students may be required to submit appropriate documentation from their previous institution to be used in assessing their eligibility for on campus housing.

III. OCCUPANCY GUIDELINES AND FINANCIAL OBLIGATIONS

1. Housing Assignments.

- a. Binghamton University will not classify students for housing purposes according to race, religion, national origin, disability, sexual orientation or gender identity. Assignments cannot and will not be made or changed based on these factors.
- b. Students are not guaranteed specific housing assignments and are liable for payment of housing charges at the specified rate of the room to which they are assigned. Residents are prohibited from switching rooms without prior University authorization. The license granted by this Agreement, and/or any other right under this Agreement, may not be transferred by the student, by operation of law or otherwise, nor may the student assign or sublet their right of occupancy created by this Agreement or permit any part of their room, flat, suite or apartment to be shared by persons not assigned to that space. Any purported transfer, assignment or subletting in violation of this paragraph shall be void.
- c. Some students may be assigned temporarily to share a room above designed capacity.

9. Move-in/Check-In.

a.

as to limit egress from the room or to interfere with fire detection and/or prevention equipment.

- e. Attaching lightweight and removable decorations to windows or screens is permissible if it can be done in a manner that is safe and does not compromise the purpose or functioning of the screens or windows or inhibit egress. Such decorations may not extend outside the room or onto the exterior of the building. Such decorations must be fire retardant as required by the manufacturer as fire retardant.
- f. Affixing anything to the ceiling or on a wall within 18 inches of the ceiling, or to exposed pipes within a room, is expressly prohibited.
- g. Wall decorations cannot cover more than 20% of the permitted wall space.

5. Structural Modifications.

- a. Residents are not permitted to modify structurally or to authorize or order the structural modification of their room, flat, suite, apartment or any other part of any building. This includes, but is not limited to, the application of wallpaper, adhesive paper, or paneling, the changing of fixtures, etc. Residents may not alter, disable, replace or install locks or other security devices.
- b. Screens may not be removed from windows and security screen tabs may not be tampered with or removed, other than in the event of emergency egress.

6.

- a. Furniture and equipment provided by the University may not be removed from rooms, flats, decks of apartments.

bed frames. Bed frames must remain on the floor of the room at all times, except when using University-approved bed risers (non-electric). Use of cinder blocks and lofts is not permitted.

- c. Residents are responsible for the conduct of their guests (including without limitation any damage caused by guests) and must accompany their guests continuously for the duration

- a. A noxious odor is any aroma of such intensity that it becomes apparent to others. When a noxious odor can be localized to a particular room, flat, suite or apartment, the resident(s) must correct the matter as directed by Residential Life staff.

13. Commercial Activities.

- a. Students engaging in commercial activity on campus must abide by all SUNY and University policies including without limitation: University guest policy, University Computer and Network Policy, SUNY Business and Commercial Activities policy and SUNY Commercial Use policy.

14. Storage of Vehicles.

- a. The storage of motor vehicles of any kind is prohibited in University residential facilities.
- b. Bicycles are permitted in bike racks. Students may store bicycles in their room with the agreement of all residents of the room, suite, flat or apartment. Those bicycles stored in a their
- c. Bicycles are not permitted in or attached to breezeways, light posts, or stairwells.
- d. University Police will remove abandoned bicycles from bike racks on an annual basis in the summer. These bicycles may be disposed of by the University in its sole discretion without further notice or liability to the resident.
- e. Blocking of fire exits by any vehicle parked either inside or outside a building is prohibited.

15. Personal Property; Injury.

- a. basis for students residing in Dickinson Community.
- b. The University reserves the right to dispose of any item(s) that are deemed a health or safety hazard unless immediately removed.
- c. The University shall not be liable for any personal injuries sustained by a resident or by any of the guests or invitees in or about the room, flat, suite or apartment, or other areas in or about the University's residence facilities, or for any loss of, damage to or theft of the personal belongings or those of the guests or invitees, resulting from any cause whatsoever unless the injury, loss, damage or theft is caused by the intentional or grossly negligent act or omission of the University or its employees. The resident releases the University and its trustees, officers, employees, agents, contractors and representatives from any and all claims the resident 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. The resident recognizes and agrees that all personal belongings, whether kept in the room, flat, suite or apartment, any storage area or elsewhere on the University ce

- a. Use of laundry facilities located in any University residential building is limited to only those students living on-campus. Students living off-campus or external guests

permissible), microwaves larger than 1,000 watts (microwaves less than 1,000 watts are permissible), kerosene lamps, space heaters, propane and other flammable liquids or harmful chemicals, window air conditioning units not provided by the University, mercury thermometers, fog and smoke machines, clothes washers and dryers, freestanding freezers larger than 5.5 cu. ft.(freezers less than 5.5 cubic feet are permissible) , dishwashers, air conditioners, hot tubs, waterbeds, neon signs, wax or oil burners, natural holiday trees, and any items otherwise prohibited by University policy.

- b. Deep-fat fryers, toaster ovens, waffle makers, gasoline stoves or open-flame cooking appliances, sternos, immersible heaters and open-coil hot pots and hot plates are not permitted in rooms, flats, suites, or apartments.
- c. Coffeemakers with hot plates, or similar warming plates, are not permitted. Coffeemakers with internal heating devices, such as ©Keurig or ©Tassimo, are permissible.
- d. Air fryers, toasters, rice cookers, and crock pots are not permitted for use in any bedroom, or in flat or suite areas, but can be used within the common area kitchen in a residence hall or the kitchen area only of an apartment. Storage of these items is permitted in bedrooms, flats, and or suites as long as the unit has cooled, and it is not plugged in. In addition, all grills are prohibited for use on the grounds of residential communities, with this exception: charcoal grills may be used outdoors within the apartment communities as per the safety
- e. UL

apartment detectors or alarms; or fail to inform the area staff when a smoke detector, carbon monoxide detector, or alarm is malfunctioning and/or activated.

- c. As required by NYS law, the University must share with you what fire safety standards and systems are in our residential halls. In all of our residential facilities there are addressable systems that include strobe lights, audible devices, manual pull stations and smoke and

