



Culinary Institute of America

RESIDENCE HALL LICENSE AGREEMENT

The Parties to this Residence Hall License Agreement (“**License Agreement**”) are: The Culinary Institute of America, the Licensor (“**the CIA**”), a New York not-for-profit education corporation, with offices at 1946 Campus Drive, Hyde Park NY; 2555 Main Street, St. Helena, CA 94574; and at 312 Pearl Parkway, San Antonio, TX 78215 and the **Resident** whose name appears at the end of this document, the Licensee (“**Resident**”). The CIA Residence Life Office is primarily responsible for the administration of this License Agreement. Any questions regarding this License Agreement should be directed to: New York Residence Life Office at 845-451-1260 or California Residence Life Office at 707-967-2437.

TERMS AND CONDITIONS

PERIOD OF RESIDENCE: This License Agreement grants CIA on-campus residential privileges to the Resident for two consecutive semesters, normally 30 weeks, beginning the first day of Occupancy and the day after the last day of the second consecutive semester. Residents wishing to extend the Period of Residence to complete academic requirements must request permission from the Residence Life Office at least three full weeks (21 calendar days) prior to the end of their original Period of Residence. The Period of Residence may be extended for intersession housing and/or an additional semester as long as a Resident meets Eligibility. Housing is not guaranteed for additional or make-up course work, but may be provided at the discretion of Residence Life and when inventory is available. Students may request to live on campus during break intersession. If intersession housing is granted, this License Agreement will apply and its Period of Residence will be extended by reference to the CIA’s written approval of the Resident’s request. Students requesting intersession or housing due to make-up course work may be temporarily relocated to an alternate assignment and are subject to additional housing fees. This License Agreement will terminate for Residents who unofficially or officially leave the CIA through leave of absence, suspension, dismissal, withdrawal or expulsion.

ELIGIBILITY: Eligibility for residential privileges through this License Agreement is limited to: full-time CIA students scheduled for at least 12 credits per semester (“Eligible Students”) regardless of race, color, sex, sexual orientation, gender identity or gender expression, religion, disability, medical condition as defined under applicable state law, age, genetic information, marital status, military service or veteran status, ancestry, national or ethnic origin, or any other protected group or classification under federal or state laws or regulations. Part-time CIA students will be considered for eligibility based on room availability and if the part-time semester is necessary for degree completion. Spouses and family, not enrolled in full time study at the CIA, are not eligible. Students who are enrolled in an online degree program are not eligible for campus housing except during any residency requirement. Students who stop attending classes or drop below full-time credit load no longer meet expectations of eligibility. The CIA reserves the right to cancel or deny the License Agreement to any housing applicant or Resident who demonstrates conflict with CIA policies, rules, or guidelines and/or with CIA community members.

The CIA attempts to provide, but does not guarantee, on-campus housing for all Eligible Students who submit a completed housing application, signed License Agreement, and

first-semester housing fees in a timely manner as set forth below.

- (a) Eligible Students who are first-time Residents are given priority for residential privileges provided they submit a completed housing application, signed License Agreement and first semester housing fee between 150 and 60 days prior their first day of Occupancy.
- (b) Eligible Students returning to the CIA for an associate, bachelor, or master degree program or semester-away are not guaranteed on-campus housing. Housing assignments will be based on availability. Priority will be given to those who have submitted a new housing application, signed License Agreement and first-semester housing fee to Residence Life between 150 days and 60 days prior to their first day of returning Occupancy. Residents who drop below full-time may be provided housing based on availability and at the discretion of Residence Life.

CANCELLATION BY RESIDENT:

Cancellations must be submitted in writing to the Residence Life Office at least 45 days prior to the first day of Occupancy. Applicants who fail to cancel 45 days in advance or fail to occupy their assigned room will be subject to a \$250 cancellation fee.

ROOM ASSIGNMENT: The CIA reserves the right to assign and reassign for the benefit of the CIA, individual Resident and the CIA community. Building, room type and roommate preferences will be considered in assignment, but cannot be guaranteed. Preference in room assignment will be made according to class seniority. Advance payment of semester housing fee does not guarantee assignment to a particular room type. Overpayments will be credited to the resident's account. Residents assigned to a room with multiple beds that are without a current roommate(s) must be prepared to accept a new roommate(s) at any time. Residents will be notified of room assignment in advance.

OCCUPANCY: First-time and returning Residents may occupy their room the day prior to start of the semester in which housing has been requested. Specific move-in times will be provided via assignment notification. Residents will be responsible for payment of housing fees, the physical condition of the room, and their behavior in the room from first day of

Occupancy until the end of the Agreement Period.

HOUSING FEES: Housing fees according to the current CIA fee schedule for the Period of Residence will be charged by the academic semester (15 weeks) and will be adjusted for Residents who officially adjust their Period of Residence to less than or more than two (2) semesters. Housing fees will be charged for residential privileges during make-up courses and leaves of absence up to six (6) weeks long. Residents are responsible for housing fees as long as they occupy their assigned room or keep personal belongings there, unless specified otherwise in writing in the sole discretion of the CIA. Residents moving into campus housing in the middle of a semester will be charged a prorated housing fee for that partial semester, and will not receive a refund if they move out of campus housing prior to the completion of that semester.

LEAVES OF ABSENCE:

- (a) Residents who are granted an official Leave of Absence from the CIA for up to six (6) weeks may be given permission to remain assigned to their current room, although such permission is not guaranteed. Housing fees will be charged during the leave, and the Period of Residence will be extended accordingly. The resident retains all rights and privileges of this License Agreement during the leave.
- (b) Residents who are granted an official Leave of Absence from the CIA for more than six (6) weeks are required to vacate their assigned residence, check out properly and return their room key. Under these circumstances, the License Agreement terminates as of the Resident's completion of the Checkout Procedure. Residents who wish to reside on campus upon their return must submit a new housing application and signed License Agreement prior to completion of the Checkout Procedure. Returning students are not guaranteed CIA on-campus housing. Housing assignments are made to Eligible Students returning from a leave of absence over six (6) weeks are based on availability.

ABANDONMENT: Residents who cease to occupy their assigned residence without completing the Checkout Procedure are subject to housing fees, fines and miscellaneous

charges. Items left behind will be considered abandoned and will be moved, discarded, donated, or temporarily stored. The CIA accepts no responsibility for the condition of Residents' belongings abandoned or left behind by Residents.

RELEASE FROM LICENSE AGREEMENT: Residents who wish to be released from this License Agreement before the end of the Period of Residence must provide a written request to the Residence Life Office. Residents who wish to be released from this License Agreement at the end of the first full semester of the Period of Residence will not be held responsible for the next semester providing they submit their request for release to the Residence Life Office at least 30 days prior to the end of the semester. Residents who fail to submit a written request for release at least 30 days in advance will be subject to a \$175 cancellation fee. Residents who move off campus or depart the CIA through leave of absence, suspension, dismissal, withdrawal, or expulsion, whether voluntarily or involuntarily, will be held to the residence hall fee refund formula outlined within the *Student Handbook* in the Withdrawal Policy under Resident Accounts. The CIA reserves the right to approve or deny a request for release from this License Agreement. This License Agreement will terminate for those Residents who unofficially or officially withdraw from the CIA.

RESIDENT'S EXCLUSIVE PERSONAL USE: The residential privileges granted by this License Agreement to the Resident are limited to activities of personal living, sleeping, and studying. The Resident agrees that they will use the assigned space only for these activities and will not carry on any commercial or for-profit operations therein. This License Agreement does not grant the Resident any real estate interest in their assigned housing. The residential privileges granted to the Resident under this License Agreement may not be transferred or assigned to another person. Subletting the assigned residential space is prohibited.

ROOM CONDITION: The CIA agrees to provide the assigned room in good condition. Further, the CIA shall provide for the Resident under this License Agreement a desk, desk chair,

storage for clothing, bed, and a MicroFridge ("Furnishings"). An additional refrigerator for medical need is permitted with approval from Disability Services and must not exceed 3.5 cubic feet. The Resident is expected to provide bed linens, blankets, pillows, towels, personal toiletries, soaps and cleaning supplies. The Resident is responsible for completing and signing the Room Condition Agreement with the Resident Assistant during the first week of residency. Any Resident who fails to do so will be deemed to have signed the Room Condition Agreement. By signing the Room Condition Agreement (or being deemed to have done so) the Resident agrees that they have seen their assigned room and that it is in good condition. This description will be used as a basis for comparison and charges at checkout.

The Resident agrees that the condition of the assigned room and Furnishings shall be kept in good condition during the Period of Residence. The Resident shall reimburse the CIA for all damages and/or losses to the assigned housing facility or furnishings above normal wear and tear. Malicious damage and vandalism may result in the immediate loss of campus housing and cancellation of this License Agreement. No alterations may be made in the room, including lounges or hallways. Furnishings in one room may not be exchanged for Furnishings in another room. Window screens may not be removed from the windows. Windows may not be used as a room entrance or exit, except in the case of an emergency. Residents are responsible for the actions of their guests and may share responsibility for damages with roommates. Malicious damage and vandalism may result in severe disciplinary action and/or criminal prosecution.

ROOM KEY POLICY: All keys remain the property of the CIA. Lost keys should be reported immediately to Residence Life. Loss of a key, failure to return a key at checkout or return of an unauthorized key will result in charges to the Resident's account. Duplication of a CIA key is unlawful and may result in severe disciplinary action against the Resident.

CHECKOUT PROCEDURE: Residents are required to check out of their assigned residence in person with a Residence Life staff member or through an alternative, CIA-approved Checkout

Procedure. Checkout Procedures include, but are not limited to, scheduling an appointment with Residence Life in advance, honoring the time of their appointment, completing an on-site inspection of the room, returning all residence hall keys (room key, suite key, locker key), and signing the Room Condition Agreement accepting responsibility for any damages and/or charges. Residents must properly clean their room and remove all personal items, trash, and/or recyclables before the on-site room inspection. See *Student Handbook* for additional Checkout Procedure information, current charges, and requirements, which may vary by campus.) If Residents stop attending all assigned classes, they must vacate their assigned residence within 24 hours after attending their last class unless granted permission to remain longer by a member of the Residence Life Office.

ROOM CHANGES: Residents may at some point wish to request a room change. Priority for approval is based on date of request, seniority (completed credits and class level), mutual requests of roommates, and/or space availability. Residents must submit their room change application to the professional Residence Life staff member of their building. Residents will receive a written response and instructions concerning the request via email. Residents who fail to complete an approved room change, or make an unauthorized room change, are subject to a \$100 fine and/or loss of eligibility for the desired room change. Residents may not request more than one room change in a Period of Residence.

It takes time for Residents to develop roommate compatibility and familiarity with a new residence. Therefore, room change requests will not be accepted during the first six weeks on campus. Also, room change requests will not be honored if Residents are scheduled to complete their time at the CIA within six (6) weeks of the date Residence Life receives a room change request.

LIABILITY: The CIA will not be liable for loss or damage to Residents' or their guests' personal property located in any CIA housing facility. This includes, but is not limited to, damage caused by fire, flood, accidents, or loss or

interruption of heat, electricity, burglary, theft, bugs/insects or vandalism. Residents are encouraged to carry personal insurance to cover such losses.

RESPONSIBILITY FOR CONDITION OF COMMON AREAS: CIA residential facilities include Common Areas, including hallways, baths, stairwells, elevators, TV or computer lounges, study rooms, residence hall kitchens, utility rooms, lobbies, and all other interior and exterior areas.. Residents are expected to take every precaution to assure that common areas in all CIA residential facilities, including their own assigned residential facility, are maintained in good condition. In the event the CIA determines that Residents are not maintaining Common Areas in good condition, Residents may be charged for the cost of repairs and cleaning.

The CIA will provide regular maintenance and housekeeping for the Common Areas.

STUDENT HANDBOOK AND CODE OF CONDUCT: Residents are responsible for understanding and complying with the Code of Conduct and all policies as stated in the *Student Handbook*. Behavior which threatens or endangers the well-being of others may result in the immediate cancellation of this License Agreement.

ROOM ENTRY: The CIA shall have the right to authorize appropriate individuals to enter into the Residents' assigned rooms at reasonable hours or between 8 a.m. and 9 p.m., for the purpose of examining rooms or making repairs or alterations necessary for safety or maintenance. The CIA will make reasonable efforts to provide advance notice to Residents before the authorized individuals make entry, but advance notice is not guaranteed. The CIA may make regular announced and unannounced inspections for safety and sanitary living conditions. Residents are expected to make reasonable efforts to facilitate CIA-authorized repairs and maintenance activities. Residents may ask to see proper identification of any individual other than an assigned roommate or their guest who requests entry to their room. In the event the CIA has reason to suspect or believe a safety or health risk or policy violation, or in the event of an emergency, the CIA or

emergency personnel may make entry without notice or permission of the Resident.

FIREARMS, EXPLOSIVES, FIREWORKS AND FLAMMABLES: The possession or use anywhere in assigned housing of any type of firearms, including but not limited to BB or other pellet guns, paint guns, explosive fireworks, martial arts weapons, combustibles, open flames, gas tanks, grills, or knives (except knives specifically required by the CIA for laboratory classes), or the possession of any other weapon, replica of a weapon, or instrument which could be used to inflict injury, may result in immediate termination of this License Agreement and/or separation from the CIA.

FIRE/SAFETY EQUIPMENT - The sounding of a false fire alarm and/or tampering with firefighting or safety equipment may result in criminal prosecution, termination of this License Agreement and/or separation from the CIA. Such equipment includes Automated External Defibrillators (AEDs), first aid supplies, fire extinguishers, heat sensors, pull boxes, fire doors, exit signs, smoke detectors and hoses. Residents are required to evacuate the building when the fire alarm sounds.

FIRE, SAFETY and SANITATION POLICY: Residents agree to abide by State and Local Law and CIA regulations regarding fire/safety and sanitation as outlined within the *Student Handbook*. Failure to comply with these regulations jeopardizes the safety of others and may result in disciplinary action including the loss of campus housing and cancellation of this License Agreement.

GUESTS: Occasional overnight guests are permitted with written permission from the Residence Life Office, residence director/area coordinator, or Campus Safety. Residents must be present on campus when they have guests. Visitors are expected to follow all campus regulations including, but not limited to Resident Code of Conduct and campus parking guidelines. Residents are responsible for any damages to CIA property caused by their guests as well as any parking or traffic fines incurred by their guests. Guests of residents must carry an official form of identification at all times and be prepared to produce it at the request of any college official. Guests of residential residents

must park in designated residential student parking spaces. A guest is defined as, but is not limited to, a person not who is not temporarily occupying CIA on-campus housing as a Resident under a License Agreement. Permissible guests must be 18 years of age or older. Guests may be 16 or 17 years of age only if they are members of a resident's immediate family, and proof of relationship is required. Three days notice must be provided to the hall's professional Residence Life staff member prior to approval for any guest. Residents may have a registered overnight guest in their room twice per semester, each time for a maximum three-day visit. Guest passes can be obtained from any RA office. Residents must submit a guest pass signed by their roommate(s)/suite(s) to their respective professional Residence Life staff member when registering overnight guests at least 72 hours in advance of the anticipated visit. The professional Residence Life staff member will notify when the guest pass may be picked up. Overnight guests must be registered with a guest pass 24 hours in advance of their stay. Residents' guests who have not received advanced permission to stay overnight must vacate the room and campus by 12 a.m., Monday–Friday and by 2 a.m., Saturday and Sunday. Excessive stays by daytime guests may be subject to the approval and permission of residence life staff. Guests are not permitted to remain in the host's room when the host is not present.

HOUSEKEEPING: Each Resident is responsible for the cleanliness of their assigned room. Sanitation inspections will be conducted periodically. All personal trash must be removed from the building by the Resident and deposited in the outside dumpster, compactor or recycling containers provided for the residence halls. Littering or improper disposal of trash is not permitted. The assigned room is expected to be thoroughly cleaned at checkout. Residents who fail to maintain sanitary conditions may be subject to disciplinary action, fines and loss of campus housing.

MAINTENANCE: No Resident shall alter, repair or contract the repairs of any electrical, mechanical, plumbing, structural fixture or equipment, or room Furnishings. Defects in room condition noticed upon moving in are to be reported to the Resident Assistant and recorded

on the Room Condition Agreement. Needed repairs occurring thereafter should be reported to the Residence Life Office. The CIA shall be responsible for making all repairs determined as being necessary and appropriate.

PETS: Pets are not permitted in the residence halls (including the lodges and townhouses). Pets do not include approved service animals or emotional support animals. The only exception is fish—residents may have one fish as long as it is kept in a fish bowl (aquarium tanks are not allowed), and there is no filter or heater attached to the bowl. Residents will be fined \$25 for violating this provision and will be required to remove the pet. Subsequent offenses may jeopardize a Resident’s privilege to live on campus. In addition, no animals may be left in vehicles on campus. Visitors and guests with pets are not permitted in the residence halls at any time.

QUIET HOURS: Courtesy hours are in effect 24 hours every day to provide for the study, sleep, and privacy needs of all Residents. If Residents create excessive noise or disturbance (including excessive stereo volume), they are subject to disciplinary action, including the loss of housing and termination of this License Agreement. Showing respect and consideration for neighbors is everyone’s responsibility. Residents should not bring large musical instruments (e.g., drums, keyboards, amplified guitars, etc.) which may disturb other Residents. Playing sports or participating in loud or noisy activities in residence hall corridors, Common Areas, or courtyards is prohibited. The volume of car radios/stereos on campus also needs to be low so that classes and Residents are not disturbed.

Quiet hours have been established at night to promote an environment conducive to academic pursuits. It is expected that Residents will respect these hours:

- 10 p.m.–8 a.m., Sunday–Thursday
- Midnight–10 a.m., Friday and Saturday

SOLICITATION: Soliciting, canvassing or use of CIA housing as a location for private business, sales or advertising is prohibited.

VACATIONS: During the spring (CA and NY bachelor degree residents), summer and winter

breaks, the residence halls and CIA-controlled housing will be closed and Residents will be expected to vacate their assigned residence. The halls will be locked and secured, and Residents will not be allowed to remain in, or return to, their room until the official reopening time. Notices will be posted in advance to let Residents know the dates and times. Bachelor degree Residents must vacate their rooms during spring break (April). As outlined within this License Agreement, Residents may apply for intersession housing during breaks. If permission is granted, Residents may remain on campus, but may be reassigned to an alternate building or assignment for the duration of the break.

Residents may leave their belongings in their room during vacation time, but residents are encouraged to take home all items of value. The CIA shall not be responsible for loss or damage to Residents’ or their guests’ belongings left in assigned residences during vacations.

ACCESS TO RESIDENCE HALL: External doors are always kept locked. Only Residents with valid identification cards and escorted guests may enter the residence hall via an electronic card access system. Disciplinary action may be taken against any Residents who fail to carry or produce a valid Resident identification card when so requested. Propping open doors, tampering with or damaging any mechanism of the card access system, and/or causing the system not to work properly may result in severe disciplinary action.

REGISTERED SEX OFFENDERS: The CIA will not provide housing to any individual required by law to register as a sex offender. If a registered sex offender is discovered to be residing on campus, the Resident’s License Agreement will be immediately terminated and the resident will be required to vacate housing within 24 hours. The Resident will not be eligible for any refund or housing fees. If the Resident did not disclose the sex offense on their application to the CIA, the Resident can be expelled.

DISCLOSURE OF RESIDENT INFORMATION: Once signed by the Resident, this License Agreement becomes part of the Resident’s education record as defined by the

Family Educational Rights & Privacy Act (FERPA). The education record may also include information pertaining to the Resident's conduct/discipline or other issues arising from their occupancy of campus housing under this License Agreement. The CIA FERPA Policy sets forth the Resident's rights with respect to the education record, which may be shared with school officials who have a legitimate educational interest. These school officials at the CIA may include, but are not limited to, employees of: Campus Security/Safety, Student Affairs, Disability Support Services, Student Health Services, Counseling and Psychological Services (CAPS), Facilities Management, CIA faculty, and Academic Advising.

Unless a Resident has opted out of Directory Information release, the Office of Residential

Life may provide a Resident's name and CIA email address (part of Directory Information under FERPA) to each of their assigned roommates since Residents may find it beneficial to contact each other in advance of move-in to determine what each will bring to campus. No other identifying information about a Resident will be released to their assigned roommates without written permission by the Resident.

PROVISIONS OF AGREEMENT: If any provisions of this License Agreement shall be declared illegal or unenforceable, the remaining provisions will remain in full force and effect. Nothing contained in any of the provisions of this License Agreement shall be construed as creating a landlord/tenant relationship between The CIA and the Resident.

Upon approval of the Resident's housing application, the CIA is deemed to have signed this License Agreement. The Resident, or their parent or guardian if they are under age 18, must provide a signature below or electronically through the housing application.

I hereby acknowledge that I have read, understand and agree to abide by this Residence Hall License Agreement.

Signature of Student

Date

If student is under 18 years of age, signature of parent or guardian is required.

Signature of Parent or Guardian

Date