



HYDE PARK, NY 12538-1499
845-452-9600

RESIDENCE HALL LICENSE AGREEMENT

Name of Resident: _____ Entry Date: _____
(Please Print) Last First MI Mo Day Yr

This document constitutes a binding agreement between The Culinary Institute of America and the individual resident. This signed agreement entitles the resident to the use of the Institute Housing accommodations during the Period of Agreement as set forth in this document. This agreement may be terminated only under the conditions specified herein.

Students and their parents or guardians are urged to read carefully the terms and conditions of the agreement before signing this document.

TERMS AND CONDITIONS

1. **PERIOD OF AGREEMENT** - Two consecutive semesters, normally 30 weeks, beginning the first day of the first semester (entry date) and ending the last day of the second semester. Housing is not guaranteed for additional or make-up course work needing to be completed at the conclusion of a semester. Students requesting to extend the time they remain in campus residence to complete academic requirements must request permission from the Residence Life Office at least two full weeks prior to the end of their original time assigned in residence. This Agreement is also in effect for those individuals who are permitted to reside in campus housing between enrollments (e.g., graduation from AOS Program and beginning of BPS junior year). Housing between enrollments is not guaranteed and is on a space availability basis. This Agreement will automatically terminate for residents who officially leave the Institute through leave of absence, suspension, withdrawal or termination.

2. **ELIGIBILITY** - Housing will be available for persons enrolled in the full-time AOS or BPS Degree program regardless of age, marital status, sex, sexual orientation, creed, color or national origin. Spouses and family not enrolled in full time study at the Institute are not eligible for campus housing. The Institute reserves the right to cancel or deny the Residence Hall Agreement to any applicant or resident who demonstrates conflict with Institute guidelines and/or community members.

a) New Students are guaranteed the privilege of residing on campus provided they submit a completed application, signed agreement and first semester rent 60 days prior to their entry date.

b) Students returning for their sophomore, junior or senior year, or from a withdrawal are not guaranteed housing. However the Institute attempts to provide on-campus accommodations for all full-time enrolled students who apply for housing. Housing assignments will be based on available space. Students must have maintained a good citizenship record (disciplinary history) to be considered for re-assignment.

3. **HOUSING RESERVATION** - Advance room reservation for the Period of Agreement is made only after the student has submitted the completed application for the freshman year, including the required program deposit, and a signed Residence Hall License Agreement. Cancellations must be submitted in writing to the Residence Life Office 30 days prior to entry date. Applicants who fail to cancel 30 days in advance or fail to occupy their assigned room will be subject to a \$100 cancellation fee (this fee will increase to \$175 on July 1, 2016).

4. **ROOM ASSIGNMENT** - The Institute reserves the right to assign and reassign for the benefit of the Institute, individual resident and the group. 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. Students returning from a withdrawal forfeit seniority preference. Advance payment of semester rent does not guarantee assignment to a particular room type. Overpayments will be credited to the student's account. Students assigned to multiple-resident rooms that are without a roommate(s) must be prepared to accept a new roommate(s) at any time. Residents will be notified of specific room assignment in advance.

5. **OCCUPANCY** - New and returning residents may occupy their room according to the check-in schedule provided prior to arrival. Residents will be responsible for payment of rent, the physical condition of the room, and their behavior in the room from day of arrival until the end of the Agreement Period.

6. **ROOM RENT** - Room rent will be charged by the academic semester (15 weeks). Additional rent will be charged on a prorated schedule for students who officially adjust their Period of Agreement to more than two (2) semesters due to adjustments made to their academic schedule. Rent is charged continuously from date of arrival until the end of the Agreement Period.

7. **LEAVES OF ABSENCE AND WITHDRAWAL** - a) Residents who are granted an official Leave of Absence from the Institute for up to six (6) weeks may be given permission to remain assigned to their current room, although such permission is not guaranteed. Rent will be charged during the leave and the Period of Agreement will be lengthened to reflect the adjusted completion date of two semesters. The resident retains all rights and privileges of this agreement during the leave.

b) Residents who withdraw from the Institute are required to vacate their room, check out properly and return their room key. Residents who fail to complete the check out process are subject to rent, fines and miscellaneous charges, which may include, but are not necessarily limited to, moving and storage of personal belongings, assessment for damages, and fines for improper check out. The Institute accepts no responsibility for the condition of student belongings when moved, kept in storage or shipped to the student. Residents who wish to reside on campus upon their return from a withdrawal must submit a completed re-application and signed agreement. Returning students are not guaranteed housing. Housing applications will be reviewed and assignments made based on available space.

8. **RELEASE FROM AGREEMENT** - Residents will be expected to live on campus for two (2) full semesters (normally 30 weeks). Residents who wish to be released from this commitment must apply for a release from the Residence Life Office for alternative housing and must meet departmental requirements. The Institute reserves the right for approval of release. Students approved for release will be refunded according to the following schedule:

1st or 2nd week of residence (1-14 full days): 80% of the semester's housing fees refunded.

After 14 full days of residence: 0% refund of the semester's housing fees.

Residents who wish to be released from this contractual Agreement at the end of a full semester 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. Students who officially or unofficially leave the Institute through leave of absence, suspension, withdrawal or termination, whether voluntarily or involuntarily, will be held to the above housing refund schedule. Students moving into campus housing in the middle of a semester will be charged a pro-rated 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.

9. **PERSONAL USE AGREEMENT** - The resident agrees that the room assigned shall be used by the contracted resident, and may not be transferred or assigned to another person. The space may not be sublet. Further, the resident agrees that the space will be used for personal living, sleeping, studying and that no commercial operations will be carried on therein.

10. **ROOM CONDITION AGREEMENT** - The resident agrees that the condition of the room and furnishings shall be kept in good condition during the Period of Agreement and shall reimburse the Institute for all damages and/or losses to the room or furnishings above normal wear and tear. The resident is responsible for establishing the condition of the room by completing and signing the Room Condition Agreement with the Resident Assistant during the first week of residency. This description will be used as a basis for comparison and any charges assessed at checkout. The Institute agrees to provide a desk, bookshelf, desk lamp, desk chair, chest of drawers, bed frame and mattress (34" x 80"). The resident is expected to provide bed linens, blankets, pillows, towels, personal toiletries, soaps and cleaning supplies. No alterations may be made in the room, including lounges or hallways. Furniture in one room may not be exchanged for furniture 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, including immediate loss of housing, suspension, and/or criminal prosecution by the Institute.

11. **ROOM KEY POLICY** - All keys remain the property of The Culinary Institute of America. Lost keys should be reported immediately to Residence Life. Loss of a key, failure to return a key at checkout or return of an illegal key will result in charges to the student's account. Duplication of an Institute key is unlawful and may result in severe disciplinary action against the student.

12. **CHECK-OUT PROCEDURE** - All residents are required to check out of their rooms in person with the Residence Hall Director or a designated Resident Assistant. Check-out procedures include scheduling an appointment in advance for inspection of the room, return of the room key, acceptance of room cleanliness and assessment of any changes, if applicable. Any resident who fails to

schedule a check-out appointment and complete the on-site check-out is subject to fines and loss of right to contest any charges assessed in their absence. (See Student Handbook for current charges.)

13. ROOM CHANGES - Any resident who wishes to change rooms must apply and be granted permission prior to moving from one room to another. Room change requests will be considered once only during the period of Agreement. Room change request forms must be submitted to the student's current Residence Director no later than the FIRST THURSDAY of each three (3) week instructional cycle. Approved changes will take place on the last day of the following three (3) week instructional cycle (i.e., five (5) weeks later). Residents who apply for a room change will be sent a confirmation or denial notice with procedural instructions. Residents who complete an unauthorized room change or fail to complete an authorized change may lose their preferred room assignment, be required to relocate, be charged a fine and/or lose their privilege to reside on campus. Room changes may not be completed during the first three weeks on campus. Room change requests will not be honored for persons scheduled to exit campus housing within six (6) weeks of submitting their request. Room change requests will be honored by seniority in residence.

14. RESPONSIBILITY FOR PERSONAL PROPERTY -

The Institute does not assume any legal obligation to pay for the loss or damage to personal property items of residents or their guests which occur in the residence halls or on the grounds. Residents are encouraged to carry insurance to cover such losses.

15. RESPONSIBLE FOR COMMUNAL PROPERTY -

(Hallways, baths, stairwells, elevators, TV or computer lounges, study rooms, residence hall kitchens, utility rooms, lobbies, and all other interior and exterior areas of residence halls). Residents are expected to take every precaution to assure that communal property is not abused. In all residential facilities (residence halls, sections, suites, lodges, townhouses, or rented units) where the Institute determines that a majority of the residents are tolerating undue abuse of Institute property and the responsible individual(s) cannot be identified, all residents of the area will be held responsible for a proportional amount of the cost of repairing or replacing damaged items, and/or the cost of fines.

16. STUDENT CODE OF CONDUCT - Residents are responsible for understanding and complying with the Conduct 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 Agreement.

17. ENTERING POLICY - Agents of the Institute shall have the right to enter into the rooms leased as accommodation at all reasonable hours, for the purpose of examining rooms or making repairs or alterations necessary for safety or maintenance. This includes regular unannounced inspections for safety and sanitary living conditions.

18. FIREARMS, EXPLOSIVES, FIREWORKS AND INFLAMMABLES - The possession or use 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, or knives (except knives specifically required by the Institute for laboratory classes), or the possession of any other weapon or instrument which could be used to inflict injury, may result in immediate termination of this housing Agreement and/or separation from the Institute.

19. FIRE/SAFETY EQUIPMENT - The sounding of a false fire alarm and/or tampering with fire fighting or safety equipment may result in criminal prosecution, termination of this Agreement and/or separation from the Institute. Equipment includes 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.

20. FIRE/SAFETY SANITATION POLICY - The resident agrees to abide by State and Local Law and Institute regulations regarding fire/safety and sanitation as stated below. Failure to comply with these regulations jeopardizes the safety of others and may result in disciplinary action including the loss of campus residency.

a) Egress from room - Items may not block or limit access to the door, window or heating unit. A 36" passage must be maintained through the room.

b) Electrical items with heating coils - Cooking appliances, electric blankets and portable heaters are strictly prohibited in the resident's room. Residents who possess any of these appliances will be fined and will be required to remove the item immediately. The Institute reserves the right to remove unauthorized or dangerous appliances. Electrical items permitted in resident rooms include TV sets, radios, stereo equipment, fans, coffee makers, personal computers, computer game equipment, desk lamps, electric razors and toothbrushes, clothing irons, hair dryers, and hair curlers. If a resident desires to have in his/her room any item other than those enumerated above as either permitted or prohibited, he/she must obtain the permission of their Residence Director.

c) Refrigerators - Refrigerators are permitted but must not exceed 3.5 cubic feet. Only one refrigerator is permitted in each room. One microwave oven is permitted per room, not to exceed .8 cubic feet.

d) Flammable Furnishings - Upholstered furniture, curtains, wooden structures, personal lofts or room dividers, excessive wall coverings

(including posters), fabric suspended from walls or ceilings, candles, open flames and Christmas trees are not permitted.

e) Heating/Air Conditioning Units - Storage of flammable items such as books, paper or electrical appliances will not be permitted on top of unit.

f) Plastics - Plastic containers and milk crates are not permitted due to toxic fumes being emitted if burning.

g) Electrical Overload - Not more than two electrical cords are to be engaged per outlet.

h) Bicycles - Bike racks are available outside each Residence Hall. A bicycle may be kept in student rooms but must not hinder access to or from the room.

i) Sanitation - Excessive accumulation of bottles, boxes, trash and debris is not permitted. General sanitary conditions must be maintained. Bathrooms must be cleaned and disinfected regularly.

j) Furniture Placement - all furniture must remain at least 18" from any fire suppression sprinkler head. All furniture placement must allow at least 36" of clearly defined access and egress to all portions of the room.

k) Heat/Smoke Detectors and Sprinkler Heads - Items may not be hung on or block the sprinkler head or detector.

l) Water-filled Furniture - Waterbeds and other pieces of water-filled furniture are not permitted.

m) Any appliance or item deemed as prohibited may be removed at the discretion of Residence Life, Facilities Management or Campus Safety staff.

21. GUESTS - Residents are responsible for the actions of their guests and must be present for the duration of the visit. Residents seeking permission to have overnight guests must obtain a Guest Pass from the Residence Director and must acquire the roommate's signature of approval for the visit and stay in the room. Guests must be 18 years of age or older and are expected to follow all campus regulations (immediate family of the resident must be at least 16 years of age, and establish proof of relationship prior to arrival). There is a limit of two guests per room for a two-day stay.

22. HOUSEKEEPING - Each resident is responsible for the cleanliness of his/her 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 room is expected to be thoroughly cleaned at check-out. Residents who fail to maintain sanitary conditions may be subject to disciplinary action, fines and loss of campus housing.

23. 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 Institute shall be responsible for making all repairs determined as being necessary and appropriate.

24. PETS - Pets are not permitted in Institute housing. Those violating this provision are subject to fines and will be required to remove the pets.

25. QUIET HOURS - Courtesy Hours are in effect 24 hours a day. Quiet Hours are in effect from 11 p.m. to 8 a.m. Sunday-Thursdays and 1 a.m. to 9 a.m. Friday and Saturday. Musical instruments such as drums, amplified guitars, organs or any other music-producing equipment which may disturb others is not permitted. Residents who create excessive noise or disturbance, (including excessive stereo volume) are subject to disciplinary action including loss of housing.

26. SOLICITATION - Soliciting, canvassing or use of Institute housing as a location for private business, sales or advertising is prohibited.

27. VACATIONS - Twice each year the Residence Halls will close and all residents will be required to vacate their rooms. This will occur during the July/August and December breaks. Residents will not be permitted to remain in or return to their rooms until the official reopening time. Personal belongings may be left in the room during the vacation but residents are encouraged to take home all items of value. Every effort will be made to protect personal property, but the Institute cannot be responsible for loss or damage. Room inspections will be conducted during the vacation period for Maintenance and Fire/Safety concerns.

28. 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 students who fail to carry or produce a valid student 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.

29. PROVISIONS OF AGREEMENT - If any provisions of this 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 Agreement shall be construed as creating a landlord/tenant relationship between the Institute and the resident.

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

Signature of Resident (if not legal age, signature of parent or guardian is required.)

Date