

# State University of New York at Oswego Summer Housing and Dining License

SUNY Oswego (the “University”) and the University student seeking to reside in University housing (“Student”) enter into this Housing and Dining License (also referred to as “License” or “license”). The Student is responsible for fulfilling all obligations under this Housing and Dining License, including all financial obligations, for the entire License Period (defined below). There is no application fee required.

This License shall constitute only a license and shall not be deemed to constitute a lease or to create or transfer interest or a lien on real estate. SUNY Oswego reserves the right to terminate this License at its discretion. The relationship between SUNY Oswego and the Student shall be subject to the terms and conditions in this License.

The University reserves the right to alter or amend this License at any time when deemed appropriate, providing notification to all current Licensees via electronic communication and/or the [Residence Life and Housing webpage](#).

## No Modifications

No term or condition of this License can be waived or modified and no statement made by SUNY Oswego or its agents is considered a waiver or modification of any term or condition of the License, whether expressed or implied, unless done so in writing by SUNY Oswego.

## License Period

This license is legally binding and extends to cover the entire 2024 summer academic period. The license period begins on May 12, 2024, and ends on August 11, 2024

Students are bound to the license once the license is signed as a part of the student housing application process.

## Housing License:

### General

Residence in University housing brings with it many benefits and certain legal obligations and responsibilities. This document constitutes the license between the Student and the University. By the Student's submission of this License to the University, the Student is accepting and agreeing to comply with the terms and conditions of the License, and with all University policies and procedures as outlined in the [Student Handbook](#) which contains the [Student Code of Conduct](#), the [Resident Student Handbook](#), and the [Oswego Forward](#) website. Submission of this License electronically via the University's housing web portal shall have the same legal force and effect as if the License had been physically signed and submitted by mail or in person. The License, including other material incorporated by link or reference, is subject to change as deemed necessary by the College without prior notice.

All students are expected to activate and use their assigned SUNY Oswego email account. License correspondence will take place via the SUNY Oswego email assigned to the Student and the Student is considered duly notified upon transmission of information by the University

## Personal Responsibility and Insurance

The University cannot and does not assume responsibility for personal accident, injury, or illness to residents, guests or visitors, or for damage, theft, or loss of personal property, and the Student hereby releases the University, its trustees, officers, agents, faculty and employees from any liability on account of any accident, injury, illness, property damage, theft, or loss not caused by the University's gross negligence or intentional act or omission. The University will not reimburse the Student or their parents/guardians for damaged, lost, or stolen personal property. Students are encouraged to protect themselves from loss by purchasing appropriate insurance, as students are not covered under the University's property and fire insurance policy. In that regard, students should review any homeowner's policy that the student or student's family might have to determine whether the contents of the student's University room are already covered or could be covered with a relatively inexpensive policy rider or should purchase renter's insurance. When students consider this insurance protection, they should keep in mind the replacement cost of such items as computers, jewelry, musical instruments, electronics, books, calculators, clothes and shoes, and sports equipment.

## University Responsibility to Provide Habitable Residence

The University cannot guarantee against temporary failures of utility systems or defects caused by ordinary wear and tear. Instead, the University's responsibility is limited to the exercise of best efforts to provide clean, safe lodging for students with utilities in good working order. Every effort will be made to complete maintenance in a timely manner. The University plans ongoing maintenance for its facilities and other systems throughout the year. When this maintenance impacts residence hall spaces, prior notice will be sent out via email. When maintenance is needed in an emergency fashion, notice may not be able to be provided and residential spaces will be entered by University officials to perform that maintenance.

Credits or rebates of housing charges are not given to the Student when maintenance or pest control is being done to the student room, suite, or townhouse. The Student may be moved to an available vacancy in on-campus housing either on a temporary basis or permanent basis. Students who are reassigned on a permanent basis are required to pay the cost of the assigned space.

University custodial staff members are responsible for cleaning community bathrooms in traditional residence halls. Students residing in suite-style housing or townhouses are responsible for maintaining their own bathroom areas.

## Eligibility

All matriculated students enrolled in classes, participating in university approved research, or interning for a class may reside in SUNY Oswego residence Halls during the summer break period if they are in good academic, financial, and disciplinary standing with the University. Students who are employed with the campus or have an extenuating circumstance may live on campus with the written permission of Residence Life and Housing. Students are expected to abide by all student policies and procedures. Students' conduct records will be reviewed prior to permission being granted. If approved, any violation of the Code of Conduct may result in the immediate removal of the student from on-campus housing.

Students are required to inform Residence Life and Housing if their student status changes.

## Occupancy Types Defined

**Standard Occupancy:** Refers to the number of individuals a specific type of room was designed to accommodate.

Standard Occupancy for each room type is:

Single Room: one student

Double Room: two students

Triple Room: three students

The Village: Single room in a 4 or 6 person townhouse

**Plus Occupancy:** Standard Occupancy plus one (such as three persons in a double room, four persons in a triple room, etc.).

## Housing Accommodations

We recognize that some students may require accommodations based on personal circumstances. Students are encouraged to submit accommodations requests in a timely manner. Students should submit a [Request for Medical Housing Accommodation](#) for review at least 60 business days prior to the start of the semester. While the University will attempt to review all such requests, note that any request received later than 60 business days prior to the start of the semester may not be able to be accommodated due to limited space availability. For more information about the housing accommodation process or to learn about other accommodations students can visit the SUNY [Oswego Accessibility Resources webpage](#).

## Housing Application Process

The Housing Application process timeline varies for each student population. Housing options, application deadlines, and detailed instructions about the application process can be found on the [Residence Life and Housing website](#).

## Rates, Billing, and Adjustments

### License Binding Dates

A submitted housing application is a legally binding agreement with SUNY Oswego which conveys financial obligations.

### Request for Release from License

All [requests for release](#) from the License must be submitted via email to Residence life at [reslife@oswego.edu](mailto:reslife@oswego.edu) with documented proof of the circumstances related to the release request. If these circumstances change after the Student is released from the License, the release will become invalid and the Student will again be obligated to the terms of the Housing and Dining License. Students may not request release from the License based on disciplinary action.

### Housing and Dining Rates

The Student's housing and dining rates are based on their year of first matriculation at SUNY Oswego, occupancy type, and meal plan selected in accordance with the [Oswego Guarantee](#). The specific residence hall building to which the student is assigned does not influence room rates. The Oswego Guarantee does not apply to [break or summer housing and dining rates](#).

### Duration of Agreement

Residents who have pre-registered for housing accommodations may sign into the residence hall

on Sunday of the first week for which they have prepaid their charges. Residents may register between noon and 6:00 p.m. No one may assume occupancy before noon, May 13, 2023 or stay after 6:00 p.m. August 19, 2023. {Also see section PAYMENT OF FEES}. When terminating occupancy, residents must do so by noon on the Saturday their agreement expires. The student properly terminates occupancy by: (1) completing a check-out form at the residence hall office, (2) removing all belongings from their room, (3) having the room inspected by a residence hall staff member, (4) returning room inspection form and room key to the residence hall desk, (5) paying all debts owed to the college, (6) terminating services related to occupancy of the room, for example - refrigerator.

### **Payment of Fees**

Full payment of room and board fees must be made before actual occupancy.

### **Request for Release from License**

Residents who wish to be released from the license earlier than the period for which they have paid may apply for release to the Associate Director for Residence Life and Housing. Partial weeks will not be refunded or prorated if the resident departs early.

### **Appeals**

If a request for release is denied, the student may submit a written appeal to the Assistant Vice President for Residence Life and Housing. The appeal and all supporting documentation must be submitted by email to Residence Life and Housing within five business days of the date of the original decision. A student whose request for release is denied is responsible for the cost of the assigned space and the applicable dining charge through the remainder of the academic year even if they choose to vacate the assigned room and live elsewhere.

### **Request for Release Ineligibility**

If a student is suspended from on-campus housing and/or the University, the student remains bound to the License and will be responsible for the full cost of their housing and dining license for the remainder of the semester in which disciplinary action is finalized.

### **Billing Procedures**

Students are billed the standard occupancy rate for their assigned space on the first day of each summer session they have assigned occupancy.

### **Damages**

Residents will be held responsible for the condition(s) of their room(s) and the furnishings in their room(s) and for any loss or damage other than normal wear that may occur during occupancy. All occupants of a room may be held equally responsible for losses or damages to it or its furnishings and/or fixtures-including repair and all reasonable expenses resulting there from. Assessment for damage or missing property shall be made in accordance with the schedule of charges prepared by the Housing Office. Items not covered by this schedule will be evaluated either through proration of depreciation or the cost in labor and materials to restore them.

### **Use of Residential Facilities**

Residential facilities may be occupied only by the resident(s) assigned to that community as outlined in the [Use of Residential Facilities, Rules Governing Residential Facilities](#) and [Covid-19 Safety Requirements](#) sections of the [Resident Student Handbook](#). Information pertaining to the [Use, Care, and Responsibility for Room and Furnishing](#) is also available in the handbook.

### **Vacancies**

The University may reassign a vacant space in a room or townhouse at any time. While efforts are made

to notify students of any changes, a new roommate may be assigned without prior notification.

## University-Initiated Room Change or Cancellation

The University reserves the right to change or cancel a student's room assignment without prior notification under the following circumstances. Unless a request for release is approved, the student remains bound to the License.

- The student is dismissed for academic reasons.
- The student fails to pay University bills by the established deadlines.
- The student is not properly registered at the end of the course add period for the semester or session in which they have applied for housing. In this case, the student may reapply for housing if they subsequently re-enroll for classes, but housing will not be guaranteed.
- The student fails to move in and/or occupy the assigned residence hall space by the start of classes. Residence Life and Housing may reassign them to another space or place the student on the waitlist.
- The student fails to comply with any provision, policy, rule or regulation.
- The student is assigned to an ADA room and does not have a documented ADA need; the Student may be reassigned to accommodate one who does.
- The student behavior in a section of a residence hall is judged to be disruptive to the community; all or some students may be relocated to restore order.

## Vacating at the End of the Summer Session, Release Date, or College Withdrawal

Students are required to vacate, return all keys to a Residence Life and Housing in-hall staff member, remove all personal belongings from residence hall space and complete move-out obligations (see below) within 24 hours of completing their last final examination or by the scheduled closing time, whichever comes first. At the conclusion of the license period, students must remove all personal belongings from the residence hall space and return all keys by the designated time.

Students who have been released from their License during the break period must vacate their residence hall room or townhouse within 48 hours of the approved date of release. The meal plan will cease on the day the student vacates their assignment, unless they notify the [ID and Meal Plan Office](#) of their desire for it not to be canceled. When a student is granted a release, any room charges paid in excess will be credited to the Student's account. Prorated amounts are credited by week, not by day. The effective release date is the date when all of the following move-out obligations have been met:

- Personal belongings have been removed.,
- Keys have been returned to a RLH staff member.
- The on-campus assignment has been inspected by a RLH staff member.
- The resident officially checks out of the room

NOTE: The University does not accept responsibility for items left in the on-campus space after the departure deadline. The room is expected to be clean and in a similar physical condition upon departure as it was for arrival. Removal of abandoned student property, excessive cleaning needs, and/or damage to University property will result in charges being placed on the student's account

## Safety and Security

Security is the responsibility of all students, and students are personally responsible for abiding by the security policies pertaining to residence halls. Actions that compromise the security of residence or living areas will subject the individuals responsible to disciplinary action and related fees. The University will enter resident spaces as needed to ensure the safety and security of the individual space or the building.

We expect that all members of the residence hall community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within residence halls and dining centers and the University may request or require a resident to leave the residence hall if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University as it relates to public health crises, including COVID-19. Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

## Dining Services License:

### Dining Policies

Students living in all residence halls are required to maintain a resident dining plan for the duration of their stay during the summer session. Students with dining plans agree to the terms of the Dining Services License.

Students will be billed \$30 per day for each day assigned to resident housing. When a resident dining center is not open (May 12th through June 9th), students will receive \$30.00 per day in Laker Dining Dollars. Laker Dining Dollars can be used in any open retail location or any of our off-campus vendors. When a resident dining center is open (June 10th through August 20th) students will receive 2 meal swipes and \$5.00 in Laker Dining Dollars for each day. Fall meal plans begin with dinner on August 21, 2024. For questions or more information, contact the ID and Meal Plan Office, 503 Culkin Hall, 315-312-2588, or email [dining@oswego.edu](mailto:dining@oswego.edu)

### Exemptions

Students desiring an exemption from the meal plan requirement for any documented accommodation must submit a [Request for Meal Plan Exemption form](#) with required documentation to the Registered Dietician by the end of the housing application deadline for consideration and are not guaranteed.

### Unused Meals and Dining Dollars

- Meal swipes do not roll over into the fall semester and will expire on August 20, 2024.
- Laker Dining Dollars, whether included as part of the meal plan or purchased as additional funds, roll over from summer to fall, provided a fall academic meal plan is purchased.
- Meal plans and Laker Dining Dollars are non-refundable per New York State Tax Law.

### Eligibility

A reduction of graded course credit hours does not release the student from the License. See Eligibility requirements for additional information.

## Dining Accommodations

We recognize that some students may require accommodations based on personal circumstances. Students are encouraged to submit an accommodation request in a timely manner. While the College will attempt to review all such requests in a timely manner, students should submit a *Request for Medical Dining Accommodation* for review at least 60 business days prior to the start of the semester. For more information about the dining accommodation process or to learn about other accommodations students can visit the SUNY Oswego [Accessibility Resources webpage](#).

### Billing Procedures

Students are billed on the first day of classes for the rate of their selected fall meal plan. If no meal plan is selected, the default option is the Green Unlimited plan. A student who changes their meal plan after the first day of classes will have prorated adjustments applied to their account. Prorated amounts are calculated by week of occupancy/vacancy, not by day.

## License Request for Release from Dining License Only

A student may request a release from just the dining license for documented reasons. A request for release from just the Dining Meal License does not release the student from the Housing License. All requests for release from the Dining License must be submitted via the [Meal Plan Exemption form with documented proof of the circumstances related to the release request](#). If these circumstances change after the Student is released from the License, the release will become invalid and the Student will again be obligated to the terms of the Dining License. Students may not request release from the License based on disciplinary action.

- If the request for release is approved 30 days prior to the first check-in date for the summer semester, the student will be liable for one week of dining charges and no additional dining charges.
- If the request for release is approved after the start of the summer term, the student will be liable for associated dining charges prorated by-week based on the effective date of approved release plus one week.

Requests for release will be acted upon by Dining Services in consultation with appropriate offices and necessary verification of information provided. Decisions are made solely on the basis of the documentation submitted to Dining Services and whether the justification for release meets acceptable circumstances.

### Other Releases

Students generally will not be released from their license unless they can set forth one of the circumstances described above. Approval of releases is within the sole discretion of Dining Services. If approved for release, the student will be liable for associated dining charges prorated by-week based on the effective date of approved release plus one week.

### Appeals

If a request for release is denied, the student may submit a written appeal to the Executive Director of Auxiliary Services. The appeal and all supporting documentation must be submitted by email to Auxiliary Services within five business days of the date of the original decision. A student whose request for release is denied is responsible for the cost of the applicable dining

charge through the remainder of the academic year even if they choose to not use their meal plan.

## **Binding License**

This license is binding for all summer sessions unless otherwise indicated. In order to live in University housing, each student must accept the terms of the *Housing and Dining License*. Such acceptance can be declared electronically at [myhousing.oswego.edu](http://myhousing.oswego.edu). All regulations and provisions herein shall remain in effect unless changed or modified by official written notice from the Assistant Vice President for Residence Life and Housing or their designee, the Chief Administrative Officer, and/or the Board of Trustees.

### **Force Majeure**

If the University is unable to perform its obligations hereunder, or if such performance is hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of god, riots, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local, state, or national emergency, or any other cause or event beyond SUNY Oswego control, then the University shall be excused from performance of this License and will not have any liability in connection herewith

I do hereby acknowledge that I have read and understand the foregoing articles. I agree to take residence in residence halls for the summer 2024 break period and to abide by all terms, conditions, regulations and procedures stated in or referred to in the *Housing and Dining License*.