

I. Introduction

A. The primary purpose of the SUNY Maritime College Residence Hall License is to safeguard the rights of all residents and to prevent any abridgement of those rights by the careless or malicious acts of others.

B. "The SUNY Board of Trustees Rules for the Maintenance of Public Order", The SUNY Maritime College "Student Code of Conduct" in conjunction with "The Housing Handbook", and "SUNY Minimum Living Standards" are referenced in this document and are considered part of the residence hall license agreement. Students are expected to read, understand and follow these.

II. Provisions

A. Students who live in SUNY Maritime College residence halls must sign a housing license and hold a residential meal plan. Students who admitted in the fall are required to sign the housing license and are liable for that academic year (fall and spring semesters), students admitted in the spring semester are required to sign the housing license and are liable for that spring semester. If a student is dismissed for academic or disciplinary reasons and has that decision reversed on appeal, they will remain bound by the housing license signed before the dismissal decision.

B. The student is subject to dismissal from the residence halls or the College for misconduct or violation of guidelines, policies and rules published in the "Student Code of Conduct". The Regimental Office or the Office of Residence Life reserves the right to reassign occupants or terminate any housing license when it is determined to be in the best interest of the residence hall system or the College. Where termination of a license results from disciplinary action, no refund is allowable.

C. The College may change this license as deemed necessary.

III. Pertaining primarily to License and Occupancy**A. Terms of license****1. Room Rate**

Students living in residence halls are required to be registered full-time for classes. The first day of classes is considered to be the initial date of occupancy for payment/refund purposes. From this point the student is liable for ½ of the yearly room rental and service charge. Residence hall room rates do not cover rental of rooms during vacation periods.

2. Room Assignments

Room assignments are made by Residence Life and the Regimental Office after a housing deposit commitment has been received for freshmen and for transfers. Room assignments for returning students will be made within the month prior to their return to school. Before the close of the current academic school year, present residents may request rooms for the next year in accordance with established room and roommate selection materials and established rules of the regiment. Requests are honored whenever possible, however Residence Life and the Regimental Office reserve all rights in the assignment or reassignment of students to any space on campus.

3. Occupancy Management

Room changes must be approved in advance by the Residence Life Office or the Regimental Office for cadets. Students who request a single room or who are placed in a single room for disciplinary purposes will pay an additional fee equal to the room rate for the semester. If this happens during the semester, the room rate **will not** be prorated. If a student is assigned a single room by the Residence Life Office because there is not someone else available to share the room, the single room rate will not be assessed, but the Residence Life Office reserves the right to assign a roommate at any time.

4. Use of Residence Halls during Vacation Periods

A resident student is required to vacate his/her residence hall room within 24 hours after completing their last classes or exams or when the residence hall closes for vacation break, or students are waiting for sea term to begin. Any exceptions must be authorized **in writing** by Residence Life (no exceptions).

Vacation housing may be available during break. When such housing is offered, students must complete a separate application in the Residence Life Office and must show proof of payment before they receive a key. The fees are set by the College and are subject to change without notice. During breaks, University Police patrol the residence halls and unauthorized person(s) are subject to arrest for trespassing.

5. Checkout Procedures

Any student who moves out of the residence hall at any time must follow these procedures: a. Remove all belongings, extra furniture, rugs, etc. from the residence hall b. Broom clean the room and have the Room Condition Report (RCR) checked and signed by the RA or RATE so that damages may be assessed. Final inspection, damage assessment will be completed by the RD. d. Turn in **assigned** room key. e. Arrange for external mail sources to be forwarded. f. Graduating seniors may stay until graduation. g. Students who are going on cruise may stay in their room until they move onto the ship.

6. Liability Deposit

A \$50.00 damage/liability deposit is collected from all residential students on their first semester bill. This deposit is refundable upon graduation or final separation from the College provided that the student is found not to be responsible for loss, damages requiring repair or replacement or extra cleaning of their room which would include removal of unauthorized furniture. In addition a common area damage fee of \$100/ student is assessed each academic year and is used to cover all damages not directly attributable to a particular student and which occurs in areas that could be commonly used by all students.

7. Assessment for Loss and Damages in Residence Halls

Students are forbidden to purposefully or carelessly damage college property and are encouraged to report all damages they [or others] have been involved in or have knowledge of, in order to effect prompt replacement or repairs and appropriate billing. Upon occupying a room a student must promptly complete, sign and have a RA or RATE sign a RCR (Room Condition Report) indicating that the student is held financially responsible for damages they cause [beyond normal wear] during their occupancy. Extension cords are only for temporary use. Only powerstrips meeting all of the following criteria can be used: a UL approved grounded, 3-prong plug, 12 or 14 gauge cord, equipped with a surge suppressor. Multiplug adapters and plugging one power strip into another one is prohibited. Damages and loss are determined through comparative inspections [upon arrival and departure]. Students will be held financially liable if they are found responsible for loss, damages requiring replacement/repair, lost keys/lock changes, removal of furniture, or extra cleaning of college property. The College may refuse all privileges [grade reports, official transcripts], until all financial obligations are met.

8. Refunds and Deposits

For regulations governing room refunds and deposits, please refer to the SUNY Maritime College catalog or to the Bursar.

B. Security and Property**1. Entering and Inspecting Rooms**

The College reserves the right to enter any room when there is reasonable cause to believe that the health, welfare or security of an occupant is endangered, or whenever necessary to aid in the basic responsibility of the College regarding discipline, maintenance of College property and the educational atmosphere. In such cases, an effort will be made to notify the resident(s) in advance and to have them present at the time of entry.

2. Student Property Loss and Theft

The safekeeping of student property is the responsibility of each individual student and no reimbursement can be expected from the College for the loss or theft of any property from any cause. Rooms should remain locked and valuables secured at all times. Upon termination of a housing license or when a student vacates a dorm, any property left behind becomes the immediate property of the College. Students are urged to register their possessions

under their family homeowner policy or make other arrangements for insurance coverage. Students are urged to report the presence of non-residents in their residence hall or any thefts to University Police or Residence Hall Director Immediately.

3 Soliciting in Residence Halls

No soliciting shall be conducted by vendors within the residence halls. Students are prohibited from using any area within the facility for gambling or solicitation (commercial, political, religious, etc.)

4. Storage

All student possessions must be removed from College facilities upon departure from the College(including summer breaks). Storage is not permitted anywhere on campus. No motorcycles, mopeds, snowmobiles, chainsaws or other machines with containers of gasoline, oil or flammable, explosive or toxic materials are allowed in or immediately adjacent to the residence halls.

5. Laundry and Vending Machines

Each residence hall has washers and dryers that are owned, operated and serviced by Coin-Mac. Students must supply their own laundry supplies. The use of dyes in washing machines is strictly prohibited. The College is not responsible for loss or damage to clothing while using these machines. There are vending machines in each residence hall which are owned, operated and serviced by different vendors. The vendor, not the College, is responsible for all products sold and any refunds related to the vending machines.

IV. Pertaining primarily to Violations, Sanctions and Confiscation

A. General

1. Resident hall staff are authorized to conduct disciplinary review and sanction students if their behavior is deemed disruptive or dangerous to themselves or others. Students who violate the guidelines for behavior set forth by the SUNY Board of Trustees, SUNY Maritime College Council, and further outlined in the college policies and rules published in this housing license, the *Housing Handbook*, and the *Student Code of Conduct*. 2. **Violations** are categorized by **level III** which can be considered minor infractions and the sanction would be less severe than **Level II** infractions. **Level I** infractions are those that might result in suspension or dismissal from the residence hall

system and/or the College. 3. Students suspended or dismissed from the residence hall system or the College for disciplinary reasons are not eligible for a refund or grades during the semester or summer term in which the suspension/dismissal occurs. 4. **Appeals** regarding sanctions assigned by Residence Hall Staff must be made to the Dean of Students Office within 48 hours of receipt of a sanction. 5. University Police and the Office of Residence Life Staff are authorized to confiscate illegal or prohibited items, substances or related paraphernalia. 6. The Residence Life and Dean of Students Offices maintain documentation related to campus policies, student conduct and College judicial proceedings.

1. **Level I Offenses** which may result in suspension or expulsion from the College include the following which are explained in the *Student Code of Conduct*:

Personal Violations:

- **Assault, Abuse, Fighting**
- **Bias Behavior**
- **Harassment**
- **Sexual Misconduct – forcible rape, acquaintance/date rape, sexual abuse, sexual harassment, sodomy**

Civility and Public Order Violations: Aiding and Abetting:

- **Disobeying local, state and federal laws**
- **Disorderly Conduct**
- **Endangerment**

- **Failure to Comply**
- **Falsification/Misrepresentation of Information**
- **Hazing**
- **Insubordination/obstruction**
- **Repeated Violations**
- **Theft**
- **Trespassing/Unauthorized Use of a College Facility**
- **Vandalism**
- **Weapons**
- **Inappropriate Use or Abuse of College Computer Services**
- **Inappropriate Use or Abuse of the College’s Computer Network**
- **Substance Violations which include possession, purchase, sale, use or distribution of alcohol or illicit drugs by students or guests on college property or property operated for the benefit of the College.**

Housing Violations:

- **Duplication/unauthorized use of Keys or Access Cards**
- **Making a false fire report, warning or threat of fire**
- **Setting a fire or possessing or using flammable or highly combustible materials**
- **Possessing, using or manufacturing fireworks**
- **Not following the directions of College Staff during an emergency evacuation**
- **Tampering with any fire equipment**

Violations that incur sanctions less than suspension or expulsion:

- **Appliances or cooking with any appliance other than a microwave**
- **Unauthorized furniture or removal of furniture from common areas**
- **Pets other than small fish**
- **Smoking in any of the residence halls**
- **Dropping or throwing anything out of windows.**

For a complete listing of the rules and regulations governing housing and all other aspects of life on campus, consult the *Student Code of Conduct* and the *Housing Handbook* available in the Office of Residence Life and on the SUNY Maritime College website. This license is valid for the entire academic year.

Signature below indicates that the undersigned understands and agrees to abide by the provisions of the SUNY Maritime College Housing License and Student Code of Conduct and understands that a copy of this license can be obtained from the Office of Residence Life or the College’s web site.

Student Signature **Date**

Print Name **Date of Birth**

Signature **Date**
 Parent/Guardian if student is under 18 years of age