

CORNELL UNIVERSITY - DEPARTMENT OF CAMPUS LIFE

ACADEMIC YEAR COOPERATIVE RESIDENCE CONTRACT

TERMS AND CONDITIONS FOR SINGLE-STUDENT HOUSING: 2009-2010

The academic year cooperative residence housing contract is a legal agreement between the university and you, the student. It entitles you to the use of the cooperative residence accommodations only in ways described in this contract and in the Policy Notebook for Cornell Community, or any other University policy, and in accordance with the rules and regulations established by the cooperative residence, which are incorporated by reference in this contract. This contract is a license to use the cooperative residence, and is not to be construed as a lease. (Policy Notebook for Cornell Community). Copies of specific policies and procedures are available on request from the Dean of Students Office and Campus Life.

This contract shall apply to occupancy of the cooperative residence, rooms, and common areas. For purposes of this contract, the term "signature" means your agreement to the contract and terms and conditions, either handwritten or electronic, via Campus Life's online systems.

If you fail to observe any of the terms and conditions of the academic year contract, you may be in breach of this contract agreement and may be subject to disciplinary action under the Campus Code of Conduct or under the Student Living Unit Regulations and Procedures.

Additionally, the University reserves the right to remove a student from the cooperative residence or reassign a student to a different residence pending the outcome of disciplinary action. The University reserves the right to remove a student from the cooperative residence to a different room or residence when, in the judgment of an authorized representative of the Department of Campus Life, the student has engaged in or threatened acts of misconduct such that his/her presence would endanger public order or property, threaten the personal safety or security of self or others (by acts of physical or mental harassment or other means) or be sufficiently disruptive as to adversely affect the ability of others to pursue their educational goals. Furthermore, the University reserves the right to remove a student from the cooperative residence or reassign a student to a different residence or room following the student's release from a psychiatric hospitalization when the student refuses an evaluation by Counseling and Psychological Services staff or when this evaluation concludes in a determination that the student cannot safely maintain him/herself in the cooperative residence or may cause significant disruption to the residential community.

The university reserves the right to reassign student(s) to alternate university housing accommodations should fire, water, steam, or other agents render the room/apartment unfit for occupancy.

This contract is drawn with due regard to New York State law, and signature indicates acceptance of the obligations under New York State law. You agree to conform to such rules and regulations as the university may from time to time issue for the welfare of the community or for the general convenience or comfort of residents.

You further agree to comply with all applicable federal and state laws and regulations and with local ordinances. The university reserves the right to make corrections on the contract for clerical or other errors. The university reserves the right to adjust the residence charge before or during the contract period by action of its Board of Trustees.

These terms and conditions represent the complete agreement between you and the university, and supercede any prior agreements or understandings, whether oral or written. These terms and conditions may not be amended in any way without the express written permission of the university.

I. ELIGIBILITY

To be eligible to live in a university owned cooperative residence, you must be currently registered at Cornell University, in Ithaca, New York, as a full time (minimum 12 credit hours) resident degree candidate or as a special student.

For purposes of this contract, a single student is defined as a person who resides singly, regardless of marital status.

II. OCCUPANCY PERIOD

Room contracts, once signed and submitted, are binding for the academic year or remaining portion thereof.

The occupancy period may be subject to change based on unforeseen circumstances, alterations in the academic-year calendar, or emergencies. You agree to occupy the room assigned. **If you vacate the cooperative residence during the contract period without a release from your academic year contract, you continue to be liable for the housing charges for the entire contract period. Exceptions may only be granted by the appropriate cooperative residence officer or the Campus Life designee.**

The occupancy period is defined as beginning on the first day of fall-semester orientation, 8/21/09 and ending (except for those graduating and/or participating in Commencement ceremonies) on the day after the last regular final examination day of the spring semester, 5/22/10 at 2pm. A student may request a limited extension of the occupancy period. Only under exceptional circumstances, to be determined by the cooperative residence officer or a staff member of the Department of Campus Life, shall such requests be approved. There will be a daily charge for occupancy before or after the contract period.

Graduating students may arrange to occupy their rooms until the day after Commencement without additional charges. However, appropriate arrangements must be made by the announced date with the Department of Campus Life.

Students may occupy the cooperative residence during official university recesses with permission of the cooperative residence officer. Residents with approved contract terminations effective at the end of fall semester must vacate their rooms by 2pm the day after the end of the scheduled university final examinations, 12/19/09.

This definition of the occupancy period pertains to all residents, irrespective of their status as graduate, undergraduate, or special students. Residents are required to vacate their rooms within twenty-four hours after their last final examinations and no later than the building closing time specified by the university for the end of each semester (see XII.1.c.).

III. PAYMENTS

1. Room payments: Students are Bursar billed for 1/2 the room rate, meal plan, and staples (depending on the rules of the cooperative residence) in July and 1/2 the room rate, meal plan, and staples in December. Staples and meal plan income will be transferred into independent house accounts.

2. Contract charges & penalties: Contract-cancellation penalties, housing charges, penalties for failure to pay housing charges, and other charges for losses, damages, and other costs caused by the student and not otherwise covered under this contract will be charged to the student's bursar account.

3. The Office of the Bursar's policies on payment of the finance charge for late payments and other penalties for failure to make proper payments apply except where otherwise modified by the terms of this agreement.

IV. CONTRACT ENFORCEMENT

1. Your signed contract is binding as soon as you sign it electronically and as approved by the cooperative residence house officer.

2. If you fail to occupy your room after registering at the university, you may be liable for the full academic year charges on that room.

V. CONTRACT TERMINATION OR REASSIGNMENT

1. All contracts are binding for the academic year or remaining portion thereof. Reassignment to another room on account of renovation or for any other reason is not grounds for release from this contract, for moving expenses, or for any other relief.

2. In general, contract releases will not be granted. However, if an exception is granted and you are released from your contract by the Department of Campus Life and the cooperative residence officer after signing your contract and before the contract term begins, you will be charged a \$250 cancellation fee. In addition, if you are granted an exception after the contract term begins, you will be charged a daily rate, plus a \$250 cancellation fee.

3. Fall semester. Matriculating and returning students who have signed academic year contracts must notify the cooperative residence officer and Residential Programs, 1501 Clara Dickson Hall by July 1, 2009 if they do not plan to attend the University. Notice received after July 1, 2009 may result in a \$250 contract cancellation fee.

4. Spring semester. Students who have a contract or signed a contract for spring and will not be attending the university must contact the cooperative residence officer and Residential Programs, 1501 Clara Dickson Hall by December 1, 2009 to avoid any penalties. You may terminate your contract without penalty if you are leaving the university at the end of the fall semester for an academic internship, graduation, or study in absentia. You must provide written verification from your college/advisor and bring that to the Housing/Dining Office, and you must sign a Vacate Form to terminate your housing contract. If you withdraw or take a voluntary leave of absence from the University prior to the spring semester, you will be charged a termination fee of \$800.

5. If your contract is terminated due to a violation of these Terms & Conditions or disciplinary action by Campus Life and/or the University in accordance with University policy and University Code of Conduct during the semester, you will receive no refund of any housing charges that are billed or scheduled to be billed for that current semester. You will be charged a \$250 fee and a daily rate for all days of physical and/or beneficial occupancy. In addition, your contract can be terminated if:

- a. you have made a false material statement in your application for housing or withheld information that would alter eligibility; or
- b. your eligibility for occupancy, as defined in section I. Eligibility, ends during the contract period, or
- c. your registration status changes and you are no longer a registered student.

You will be required to immediately vacate your residence. You must seek alternative accommodations if you choose to appeal your registration status.

6. If you withdraw or take a voluntary leave of absence from the University during a semester, you will be charged for all the days that you physically occupied or had beneficial possession of the room plus an \$800 termination fee or amount not greater than the semester housing charge. In order to terminate your contract for the reasons listed in this section, you must notify the cooperative residence officer and Residential Programs, and vacate your room and turn in your keys to the cooperative residence officer within forty-eight hours of the effective date of such action. If you re-enroll during the same semester, Campus Life may enforce collection of the remaining housing contract for the academic year.

7. You may terminate your contract without penalty if you are granted a medical withdrawal or required medical or academic leave.

VI. CONSTRUCTION, RENOVATION, AND MAINTENANCE PROJECTS

At times, cooperative residences must be refurbished, renovated, or maintained while students are living in them. In some instances it may be necessary to reassign you to a different room. You will not be released from your housing contract due to the inconveniences of nearby construction or renovations. This includes construction on West Campus during the West Campus Residential Initiative (WCRI).

VII. LATE ARRIVALS

You must notify the cooperative residence officer and Residential Programs, 1501 Clara Dickson Hall, if you plan to arrive after the first day of classes for your school or college. Otherwise your contract may be cancelled without further notice, and you may be assessed a \$250 fee.

VIII. REMAINING OCCUPANTS IN ROOMS WHERE VACANCIES OCCUR

When vacancies occur, the university and/or the cooperative residence reserves the right to show rooms and assign new occupants to fill the vacancies. The university also reserves the right to reassign the remaining occupants of a room to different accommodations and/or reassign students from temporary assignments. With the permission of Campus Life/Residential Programs in consultation with the cooperative residence, the remaining occupants may be granted one of the following options:

1. Select an eligible replacement to fill the vacancy, provided the new occupant signs a contract within seven days after the vacancy occurs.
2. Pay an amount to be determined by Campus Life/Residential Programs in consultation with the cooperative residence for continued use of the room at reduced capacity. This option and any extension of this option will be contingent upon current space requirements.

IX. ASSIGNMENT OF CONTRACT

You may not take a roommate; assign, subcontract, lease, or otherwise transfer your interest under this contract; or permit anyone not duly assigned or approved by Campus Life/Residential Programs in consultation with the cooperative residence to share any part of the room.

X. ROOM CHANGES

Room changes are only allowed within the cooperative residence in which you live. Room changes must be approved by the cooperative residence officer and Campus Life.

XI. RESIDENT RESPONSIBILITIES

1. Check-In and Check-Out Requirements: Each cooperative residence is responsible for plans to check in and check out residents. Any costs associated with damage will be assessed by the cooperative residence officer and may be charged to your Bursar account.

2. Keys, Cards, and Lock-Outs

a. You may request that a house manager open your room door. This service is provided at the convenience of the university; excessive use will cause limitation or removal of this service. You must report lost keys to your house manager and file a report with CU Police within 24 hours. You will be charged for replacement lock core and keys.

b. If you lose your ID card, you must report it as a "lost card" to be replaced within 72 hours if not found. Lost card notification and replacements occur at the University Registrar's Office.

3. Damage, Loss, and Alterations: You are liable and responsible for any damage and/or loss to your room or furnishings provided therein and any other damage or loss you cause to any other part of the cooperative residence. Damage or loss must be reported promptly to your cooperative residence officer. Requests for alterations to equipment, appliances, or furniture may be submitted for consideration and approval through Campus Life Residential Programs, and may not be performed by residents.

4. Room and Common Area Alterations: You may not make alterations or paint common areas or your room. Cinder blocks may not be used to elevate furniture or shelving. Some exceptions may be made for special circumstances with prior approval; information on painting procedures and the approval process is available through the cooperative residence officer and Residential Programs.

5. Room Decorations: Pictures, posters, and other materials must be hung from picture moldings only. Nails, tacks, screws, tape, glue, and other adhesives may not be used on walls, ceilings, wardrobes, woodwork, doors, or furniture. Decorations including natural evergreen trees, wreaths, or boughs are prohibited. All winter seasonal decorations must be removed during the intersession break. Damages resulting from violations of this regulation will be assessed against the residents responsible.

6. Commercial Activities: No commercial business or activity may be conducted in or from any room or cooperative residence. Using cooperative residence telephones and/or internet connections for profit-making purposes is also prohibited.

7. Right of Entry: The university or its designee reserves the right to enter a student room in times of emergency.

8. Room Inspection: The university reserves the right to inspect rooms to ensure proper maintenance of sanitation and life-safety standards, to take inventory, and to make necessary repairs to rooms and furnishings. Periodic inspections are made at reasonable times with advance notice, except in emergency situations.

9. Room Care: You are responsible for room cleaning; removing waste materials regularly; placing recyclable materials in designated containers; and maintaining satisfactory sanitation and life-safety standards as determined by the Department of Campus Life in conjunction with the Department of Environmental Health and Safety. Cleaning equipment and materials are provided by the cooperative residence.

10. Removal of Furnishings: You may not remove university-provided furnishings from common areas or your room without written permission. If you do, you will be charged for moving them back to their proper location. Unauthorized removal of furnishings from the lounge areas or from the building constitutes theft, and the persons responsible will be subject to administrative action and/or prosecution under the Campus Code of Conduct or municipal or state law.

11. Storage of Furnishings: Storage space for university-owned room furniture is not available.

12. Noise and Other Disruptive Behavior: You and your guests may not make excessive noise or otherwise disrupt the residence community or adversely affect other residents or neighbors.

13. Guests: You may have overnight guests for not more than three (3) nights in a 7-day period, if it is convenient for roommates or cooperative residence members. The cooperative may not have overnight guests, or individuals who stay in the cooperative for an extended period of time, claiming to be overnight guests for a number of different individuals or the cooperative itself. A guest is not an individual who resides in the cooperative for an extended period of time. Guests are expected to observe all university rules and regulations. You are responsible for the behavior of your guests and for any damage they do. Any violation may be handled by the cooperative residence, Campus Life, or the Judicial Administrator. Residents and guests are not permitted to sleep overnight in common areas. Guests must be escorted by a resident at all times while in the building, whether staying overnight or not.

14. Smoking: Smoking is not permitted in common areas and is not permitted within your room. Smoking is only permitted outside and if more than 30 feet from the building.

15. Common Area/Hallway Use and Damages: If damage occurs in common areas/hallways and the responsible parties are not identified, all residents of the cooperative may be billed for the cost of repair and or replacement of damaged items pursuant to the Common Area Damages Policy. The decision to bill students and the determination of a damage amount is at the sole discretion of the university or its designee. Allocation of charges does not constitute a disciplinary action or a determination of violation of any university policy, rule or regulation and will not appear as such on any university record. Playing sports in hallways or common areas is prohibited. Damage or loss must be reported promptly to the cooperative residence officer.

16. Water Beds/Hot Tubs: Due to their excessive weight, water beds and hot tubs are prohibited in Campus Life housing facilities.

17. Food Preparation: You may store food in your room at your own risk. All food must be kept in tightly closed metal containers to help ensure effective pest control. Fire safety requirements prohibit cooking anywhere in the cooperative residences except in designated kitchens. Coffeepots, popcorn poppers, and automatic toasters that include self-contained thermostatically controlled heating elements are the only food preparation appliances that may be used in your room. Any electrical cooking appliance not thermostatically controlled is prohibited anywhere in the cooperative residence and will be confiscated.

18. Storing Motor Vehicles: You may not store or park any type of motorized vehicle—gasoline, propane, electric—in any room, nor may you store any such power source. You may not block an exit by parking a vehicle either inside or outside a building. Vehicles in violation will be impounded.

19. Bicycles and Unicycles: Non-motorized bicycles and unicycles must be stored in designated bicycle racks so that all exits and windows remain clear and unobstructed. Vehicles in violation will be impounded, without notice, at the owner's expense. In addition, all bicycles brought to campus must be registered with Transportation Services.

20. Abandoned Property: If you leave behind any personal property in your room or elsewhere in the area after your contract ends, the university reserves the right to sell or otherwise dispose of it without further notice.

21. Weight-Lifting Equipment: Possession or use of barbells and other weight-lifting equipment in residence halls is prohibited except in designated areas. Small dumbbells under 10 lbs. may be used.

XII. PETS

All students residing in cooperative residences are prohibited from having pets in their rooms, with the exception of fish that are in tanks no larger than 10 gallons. Dogs, cats, and rabbits are not permitted. If you violate this condition or the University Pet Policy, the pet will be confiscated and you will be referred for departmental administrative action and/or disciplinary action by the judicial administrator.

Service dogs are permitted as long as they are a part of Cornell's Service Animal Program (as determined by the Office of Student Disability Services), but not for training or companion purposes.

XIII. TELEPHONES/DATA/CABLE CONNECTIONS

Telephone and Data services are provided by ResPhone and ResNet respectively in 308 and 302 Wait Avenue Cooperatives. Remaining co-ops are provided with a central phone for emergencies and local calling service. Long distance costs are your responsibility. Misuse of pin codes issued by the university can result in disciplinary action.

XIV. REFRIGERATORS AND OTHER ELECTRICAL APPLIANCES

The university has an approved vendor that rents refrigerators and microfridges. Only microfridges from the approved vendor are permitted. Minifridges may be purchased and brought to campus, provided they meet required specifications. Full-size refrigerators are provided in common areas in cooperative residences.

Fire-safety requirements prohibit cooking in cooperative residence rooms, except in designated kitchenettes, or in the room using approved appliances. Approved appliances include the microfridge rented by the University, and small appliances with self-contained, thermostatically controlled heating elements with automatic shut-off features. Any electrical cooking appliance not thermostatically controlled is prohibited anywhere in residence halls or apartments, and will be confiscated.

During any official university recess in which the housing units are closed for more than four days, you must remove all food from your refrigerator, disconnect it, and leave the door open. All other electrical devices must be turned off during any official university recess.

You may use electrical devices such as radios, CD players, recorders, computers, printers, hair dryers, razors, and clocks provided they are plugged into outlets in your room and do not exceed the amperage limits of the circuits in the room.

Halogen Lamps are permitted provided that the bulb does not exceed 150 watts. Spider lamps are prohibited.

Constructing computer connections between rooms is prohibited as is running an electrical cord from your room to a corridor outlet.

XV. LAUNDRY

Laundry facilities vary by cooperative residence. Please see your cooperative housing officer for details.

XVI. FIRE SAFETY

You must not store explosive or flammable substances in the your room or common areas. No open flames are permitted, except for certain special events with prior permission, and when flame is in an enclosed glass container and a staff member is present.

You must not activate false alarms, interfere with the proper functioning of the fire-alarm system, or tamper with or remove smoke detectors, fire hoses, extinguishers, or fire-fighting equipment. You may not hang anything from sprinkler pipes or any part of the fire sprinkler system.

Violators are subject to prosecution under the Campus Code of Conduct or state or municipal law. Activating a false alarm is a Class A misdemeanor and can result in a one-year jail term and/or a \$1000 fine for the first offense.

You and your guests must evacuate the building when the fire alarm sounds.

XVII. EXTERIOR AERIALS, ANTENNAE AND DISPLAYS

You may not place exterior aerials, antennae, flags, or other display materials on the cooperative residence or extend them from the building. You may not splice internal cables and run them into a room.

XVIII. WEAPONS

Possession or use of rifles, shotguns, pistols, and other firearms or of ammunition, gunpowder, fireworks, air rifles, air pistols, and other dangerous instruments is prohibited. For further information about this regulation, refer to "Possession of Rifles, Shotguns and Firearms on Campus" in Policy Notebook for Cornell Community.

XIX. DRUGS AND ALCOHOLIC BEVERAGES

You and your guests must obey federal, state, and local regulations on alcoholic beverages and illegal drugs. University policies on alcoholic beverages and other drugs are also applicable. (See Policy Notebook for Cornell Community.) Additionally, Campus Life further restricts consumption of alcoholic beverages in rooms and common areas. Consult your cooperative residence officer or Residential Programs for more information.

XX. SECURITY AND SAFETY

You are responsible for maintaining the security of your room. You may not alter or replace the present locks or other security devices or install additional locks or other security devices.

1. Exterior entrances to cooperative residences are locked at all times. Temporary exceptions may be authorized by a Campus Life staff member. Residents must not put themselves or others at risk and must not offer access to locked buildings to strangers or unauthorized persons. Residents purposely violating security policies by propping exterior doors or modifying latches may be subject to disciplinary action, including restitution for damages. All windows in unoccupied space must be closed and latched.

2. Residents are not permitted on roofs, ledges, or overhangs. Residents are not permitted to climb the exteriors of buildings.

3. Keys/access cards must remain in your possession at all times. You must report loss of keys to your cooperative residence officer and file a report with CU Police within 24 hours. You will be charged for replacement lock core and keys.

4. If you lose your ID card, you must report it as a "lost card" to be replaced within 72 hours if not found. Lost card notification and replacements occur at the University Registrar's Office.

5. If an alarm sounds, all occupants must vacate the building. Occupants must not re-enter the building unless instructed by safety personnel.

XXI. SOLICITING, CANVASSING, AND LEAFLETING

Soliciting, canvassing, and leafleting are generally not permitted in cooperative residences. The cooperative residence officer and/or Campus Life/Residential Programs may grant permission if requests are made in advance. Petitioning is not permitted except in certain cases with prior notification to the cooperative residence officer.

XXII. REPOSSESSION BY THE UNIVERSITY

The university reserves the right to repossess student rooms or cooperative residences in the event of an epidemic or other emergency.

XXIII. LIABILITY AND INSURANCE

1. The university shall not be liable, directly or indirectly, for loss of or damage to any article of personal property or vehicle anywhere on the premises caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity, or the actions of third persons.

2. In the event of damage by fire, water, steam, or other agents that render a room unfit for occupancy; the university reserves the right to reassign you to alternate university housing accommodations. If alternate quarters are not available and the room is unfit for occupancy for more than thirty days, the housing contract may be terminated and you will be entitled to a prorated refund of any housing charges for that period that have been paid. There will be no further entitlement to any other recompense or damages for such cancellation.

3. Your personal property is not covered by university insurance. You should carry your own insurance protection against loss of or damage to your personal property.

It is the policy of Cornell University actively to support equality of educational and employment opportunity. No person shall be denied admission to any educational program or activity or be denied employment on the basis of any legally prohibited discrimination involving, but not limited to, such factors as race, color, creed, religion, national or ethnic origin, sex, sexual orientation, age, or handicap. The university is committed to the maintenance of affirmative action programs, which will assure the continuation of such equality of opportunity.