

COLLEGE VILLAGE LICENSE AGREEMENT

Terms and Conditions of the College Village License Agreement (the “Agreement”) between Genesee Community College Foundation Housing Services, Inc. (“College Village”) and each student signing a License Agreement Acknowledgement (the “Acknowledgement”)

Please read the following information thoroughly prior to signing the License Agreement Acknowledgement

This Agreement is for the term identified on the Acknowledgement (the “Term”). This Agreement creates a license for the student identified on the Acknowledgement to occupy a bedroom dwelling unit (a “Unit”) situated within the apartment complex (the “Complex”) located adjacent to the Campus of Genesee Community College (the “College”) and is not a lease. It is understood and agreed that the relationship between College Village and the student is that of licensor-licensee and not that of landlord-tenant. The written terms and conditions of this Agreement supercede all previous agreements as well as any verbal statements or telephone conversations made concerning the use and occupancy of the Unit. Signing and returning the Acknowledgement constitutes acceptance by the student identified therein of these terms and conditions.

1. ELIGIBILITY

Only those enrolled as full-time students at the College are eligible for residency in the Complex throughout the Term (as such term is defined below), and the student must remain enrolled for academic credit in order to maintain eligibility.

2. OBLIGATION

The student who signs the Acknowledgement, and his or her guests, visitors and invitees are obligated to abide by each and every provision of this Agreement. Failure by a student to pick up an apartment key, or access card, or occupy the Unit does not release a student from his or her obligations under this Agreement for the entire Term hereof. The student, by signing the Acknowledgement, acknowledges and agrees that he or she is responsible for the Housing fees for the entire Term designated on the Acknowledgement. The student, by signing the Acknowledgement, agrees that College Village may at its sole discretion conduct a criminal background check.

It is acknowledged and agreed that the rules, and regulations contained in the College’s Code of Conduct and it’s successors, now in effect or as may be hereafter promulgated, are incorporated herein by reference and made a part of this Agreement the same as if set forth herein. This does not include the conduct process to adjudicate discipline issues as College Village retains the right to manage this as per our stated process in the housing regulations. Students must be making academic progress as a full-time student, including but not limited to satisfactory attendance at class to remain in compliance with this Agreement. This Agreement is non-transferable. Students are not permitted to sub-license Units or otherwise transfer their rights pursuant to this Agreement. Only the student who signs an Acknowledgement is permitted to maintain residence in a Unit. Students acknowledge the right of College Village to contact a parent/guardian about

any matter relating to this Agreement or to the student's occupancy as the College Village staff deems appropriate. Student hereby gives permission to College Village to release or obtain information regarding your payments to College Village and/or to the College, your class attendance, your academic progress, on campus and off-campus disciplinary issues, financial aid, and/or any other information that will enable College Village to make fair and reasonable decisions regarding services to you as a resident, your safety and well being, your payments to College Village, and your rights and best interests as a resident, as well as College Village's rights to take disciplinary action, make room changes, recommend conduct changes, or dismiss you from College Village per the terms of this Agreement. It is understood that such information is confidential and that it will be used solely for the reasons stated above.

3. HOUSING ASSIGNMENTS

This Agreement is for a Unit within a Complex but not for any particular Unit, or building within a Complex. College Village reserves the right to reassign or remove a student from a Unit, or building within the Complex for reasons of health, safety, security, conduct, non-occupancy, or enrollment status. It is the policy of College Village to assign occupants to the Units within an apartment without regard to race, color, national origin, religion, age, disability, or sexual orientation. Students are prohibited from switching rooms without prior authorization from College Village.

4. HOUSING DEPOSITS AND ASSESSMENTS

Housing fees will be billed through the College Village office. Housing fees will be billed in one (1) or more installments as determined by the College Village office. All housing fees shall be due and payable on dates as determined by the College Village office.

If the Term of this Agreement begins on a date other than that specified by College Village as the date of occupancy at the beginning of an academic session, housing fees for the academic session in which such Term commences shall be pro-rated, based upon the number of days remaining in the period between the signing of the Agreement and the conclusion of the academic session.

5. DATES OF OCCUPANCY

Unit occupancy is based on an academic year, consisting of two semesters (fall and spring) running from August to May, with specific occupancy and termination dates to be assigned by College Village. In the event that a student's occupancy starts at a date later than the start of the fall semester it shall conclude at the end of the spring semester in May.

The Complex is closed during break and recess periods falling during the Term, and are therefore unavailable for occupancy by the student. Written requests for occupancy during these periods must be made 30 days prior to the start of the break. At College Village's discretion, additional housing fees may apply for occupancy during such periods.

6. CANCELLATION/EARLY RELEASE

If a student vacates a Unit prior to the end of the stated Term of this Agreement for any reason, including, but not limited to withdrawal from the College, the student shall remain obligated to pay his/her housing fees for the entire stated Term of the Agreement. In addition, if this Agreement is terminated because of the student's failure to perform any of its obligations under this Agreement, including the failure to make satisfactory academic progress or maintain enrollment, the student will continue to be responsible for all housing fees due under this Agreement or as a consequence of this Agreement for the entire original Term.

With the consent of College Village, this Agreement may be terminated by a student at the end of the fall academic session due to graduation, study abroad, internship, Washington program, academic dismissal, withdrawal from the College, transfer of schools, or military service. There will be no additional Housing fees assessed as long as **the resident notifies the office of College Village by December 1st in writing**. Supporting documentation will be required to verify these circumstances.

Requests for early release from this Agreement for reasons other than as stated above are subject to College Village's sole discretion and are granted only under rare and extenuating circumstances. The student must show just cause for termination and provide College Village with satisfactory supporting documentation. The Agreement will not be terminated for the purpose of allowing the student to live off campus or commute from home. In order that all petitions may be reviewed prior to the start of the spring academic session, **the deadline to request an early release is December 1st**. Charges will continue to accrue during the review process. Procedural instructions may be secured from the College Village office.

7. VACANCIES

If any Unit within an apartment building becomes vacant, College Village may assign a new student into the Unit at any time. College Village will provide notice of new assignments to all occupants of the other Units within the applicable apartment.

8. INSURANCE

College Village does not assume responsibility for any personal injury or property damages, from any cause while the student is a resident in any Complex. The student is encouraged to carry his or her own insurance.

9. ACCESS AND INSPECTIONS

College Village reserves the right to enter assigned apartments and Units at anytime and for any reason, in its sole discretion. College Village, where practical, will post a notice at the Complex twenty-four (24) hours before such entry, except in case of an emergency. The student's right to privacy is an important consideration before the entering of an apartment or a Unit. For purposes of health and safety inspections or emergency situations, however, College Village officials are authorized to enter apartments and Units rooms without prior notice. The student will comply with these periodic inspections.

10. **TERMINATION OF AGREEMENT**

College Village may terminate this Agreement for breach of the terms and conditions stipulated herein, or for any of the following reasons or conditions:

- a. The student ceases to be enrolled as a full-time student at the College.
- b. The Student fails to submit with their housing contract a listing of all past criminal convictions.
- c. The student fails to pay any sum due under this Agreement when due.
- d. The student or any guest, visitor or invitee of such student causes or is otherwise responsible for a health or safety code violation, such as a false fire alarm, illegal discharge of fire extinguisher, or use or possession of fireworks.
- e. The student or any guest, visitor or invitee of such student is a clear and present danger to the other Complex residents. Examples include arrest for assault and battery, possession or use of a weapon, felony possession or sale of illegal narcotics or other crimes as may be determined to have serious or dangerous implications for the students living in the Complex.
- f. The student or any guest, visitor or invitee of such student destroys College Village property.
- g. College Village determines that the student's continued occupancy would likely result in severe, adverse psychological problems for the student or the other Complex residents.
- h. A violation of any rule, regulation or standard of College Village now in effect or hereafter promulgated, including, but not limited to, any rule or regulation contained in the College's "Student Handbook", or its successors.
- i. Any violation by the student of an order of the College Village Director placing the student on probation.
- j. The Unit is unavailable for use or unusable due to any damage, construction, renovation or repair of the Unit.

11. **COLLECTION RIGHTS**

If, on account of student's failure to perform any of the obligations of this Agreement, it shall be necessary or appropriate for College Village to employ or consult with an attorney or collection agency concerning this Agreement or to enforce or defend any of College Village's rights or remedies arising under this Agreement or to collect any sum due from the student, the student agrees to pay all costs and fees so incurred by College Village, including, without limitation any collection agency and/or attorney fees and expenses, and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of the personal property of the student.

12. RESPONSIBILITY FOR USE OF HOUSING FACILITIES

The student will use the Unit for housing purposes only. The student and any guest, visitor or invitee of such student shall observe and abide by the rules, regulations, Code of Conduct, and standards of College Village and the College now in effect, and as may be issued from time to time, and shall comply with the terms and conditions of occupancy as stated in this Agreement and as may be posted in each apartment. The student agrees to indemnify and hold College Village, and Genesee Community College Foundation Housing Services, Inc., owner of the Complex, harmless from and against any expense, loss, or damage resulting from a violation of such rules, regulations, or standards by the student or any guest, visitor or invitee of such student or as a result of negligence by the student or any guest, visitor or invitee of such student on or about the Complex.

13. DEPOSIT

Upon billing by the College Village office, the student shall pay a deposit of Two Hundred Fifty Dollars (\$250.00). This deposit shall be forfeited to the extent of any damage caused during the Term of this Agreement to the Unit, the apartment building in which the Unit is located or the Complex in which the Unit is located by the student or any guest, visitor or invitee of such student.

14. CLEANING AND DAMAGE

The student is responsible for keeping the common areas of the apartment building in which the Unit is located and the Unit (and any contents) in good condition and repair. College Village reserves the right to ask students to clean their Units if their condition represents a health and safety concern or will result in the deterioration of the Unit facilities. Failure to cooperate with such request may result in billing to cover College Village costs for cleaning. Damage charges may be assessed to the student for any damages to any Unit, apartment building or Complex common areas incurred during the Term of this Agreement.

15. KEYS/ACCESS CARDS

Apartment keys, mailbox keys, access cards etc., cannot be transferred, duplicated, or altered. Anyone transferring, duplicating, or altering a key/card will be charged a replacement cost, and judicial sanctions will follow if appropriate. Information about locksmith charges is available from the College Village office.

The procedure for damage assessment may be obtained in the College Village office. Each Complex resident may be subject to a prorated assessment in the event of damage or loss to building common areas (i.e. stairwells, hallways, etc.) of the Complex if the damage is reasonably determined by College Village to have been caused by the careless or willful acts of any resident there or any guest, visitor or invitee of any resident, but cannot be attributed to specific individuals. Charges will be billed to the student's College Village account.

16. **REMOVAL OF FURNISHINGS**

College Village property may not be removed from any apartment building or Unit contained therein. Damages to any apartment building or Unit contained therein or the contents thereof will be assessed to the students licensing the Unit therein for actual labor plus material costs. Students licensing Units within an apartment building will also be charged for missing room furniture, screens, windows, etc., and disciplinary action will be taken. All damage/labor costs will be reflected on student account billings.

No furnishings or other movable property belonging to College Village, including fixtures, furniture, and equipment may be moved within or taken from its intended location unless permission has been granted in writing by the director of College Village.

17. **UTILITIES**

College Village shall provide all utilities including but not limited to sanitary sewer, hot and cold water, and light, heat, electricity (basic television service, data network connection), and local phone service. Residents of each unit will be limited to utility consumption not to exceed the Complex average, per billing cycle. Excess utility costs shall be the sole responsibility of the assigned residents of a Unit and will be billed to their accounts.

18. **ALTERATIONS**

The student shall make no alterations to the Unit, the apartment building or the Complex or move, remove, disconnect or install any fixtures, equipment or appliances situated therein without the prior written consent of College Village (which consent shall be at College Village's sole and absolute discretion).

19. **SOLICITATION**

Solicitation in the apartment buildings or on the grounds of the Complex is strictly prohibited. Students are not to use, or permit their Unit or apartment to be used, for any commercial purposes whatsoever.

20. **WATERBEDS/HALOGEN LAMPS/LOFTS/OPEN FLAMES**

Waterbeds, halogen lamps, homemade lofts, and open flames, are not permitted in the Complex or in any apartment or Unit situated therein.

21. **FOOD PREPARATION**

New York State multiple-dwelling laws do not permit food preparation or cooking in Units, except in the kitchen. This statute is enforced by College Village's staff. Students found cooking in unauthorized areas (i.e., the bedrooms of the apartments) are subject to immediate appliance confiscation and referral to appropriate College Village judiciaries.

22. **RECYCLING AND GARBAGE REMOVAL**

Each student will comply with the recycling efforts undertaken by College Village. Each student will remove all garbage and trash and place it inside the designated dumpster receptacles.

23. **MAIL DELIVERY**

Mail and items shipped to students by common carrier will be accepted by the College Village staff as an accommodation to residents. College Village does not accept liability for damage or loss (even as a result of negligence) of any such article. Students should not have cash or items of significant value sent to the apartments. Students will receive 24-hour notice if mail cannot be delivered on any given day. Mail and package service will be limited to Monday thru Friday, and may be limited during College break periods, and College holidays. Students must provide an updated home address at the end of the term, and are responsible for having mail sent to this address upon leaving College Village, as the USPS will not forward student mail.

24. **GUEST POLICY**

All visitors to the Complex must be guests of students licensing units therein it is required to inform the other Unit occupants and the College Village office when planning to have a guest overnight. The host student assumes complete responsibility for any guest, visitor or invitee.

25. **PETS**

Animals and pets of any kind are prohibited in the Complex. With the prior permission of College Village, trained guide dogs used for health-related purposes are permitted. Other restrictions apply. Please consult the College Village office for further information.

26. **SMOKING POLICY**

The New York State Clean Indoor Act prohibits smoking in all residential facilities. Students and visitors who wish to smoke must do so outside, at least 25 feet away from any apartment building.

27. **FIRE SAFETY**

The student must vacate the Unit and the apartment building during a fire alarm. The evacuation is the student's responsibility. Students should not wait for staff to instruct them to leave. All electrical items must be U.L. approved.

28. **PARKING**

It is understood and agreed that the parking spaces in the Complex are for private passenger vehicles only. Students may not park or store boats, trailers, campers etc. on the grounds of the Complex. All students using the parking facilities at the Complex must have a valid College Village parking sticker for the Complex displayed at all times. Parking spaces are available on a first come, first serve basis. Illegally parked or abandoned vehicles may be towed at the owner's expense.

29. **STUDENT CONDUCT**

The "Student Handbook" is available to all students on the College web-site. Please refer to it for student conduct rules and regulations. Violations of the College "Code of Conduct" and/or rules and regulations as now in effect or as may be hereafter promulgated may result in the termination or suspension of this Agreement. Please refer to the College Village housing regulations for guidelines and procedures relating to discipline issues for College Village residents.

30. **RENEWAL**

This Agreement does not automatically renew upon expiration on the Term designated. If a student is interested in renewing this Agreement he or she must notify the College Village office in writing and submit an application by the deadline as determined by College Village. College Village may accept or deny any such renewal request at its sole discretion.

31. **VACATE PROCEDURES**

The student shall vacate its assigned Unit, and officially check out and return all keys, by the end of the Term. College Village reserves the right to change the locks for the Unit if the student does not officially check out, return keys, and vacate the Unit by such date. Any property or items of student remaining in the Unit after the expiration or termination of this Agreement shall be deemed abandoned and may be disposed of by College Village as it sees fit in its sole discretion at student's expense. College Village shall have no liability for any disposal of property that is deemed abandoned. Students that fail to vacate the Unit after the expiration or termination of this Agreement shall incur weekly housing charges until they have properly vacated the Unit.