

RESIDENCE HALL LICENSE AGREEMENT

Jefferson FSA Auxiliary, LLC and
Residence Hall License
August 27, 2022 – May 20, 2023, Academic Year

Student Name _____

This License is for the 2022-2023 academic year. It is revocable by either Jefferson Community College (the "College") or the owner of the College's housing complex, the Jefferson FSA Auxiliary, LLC ("JFSAA"). Pursuant to this license you have the right to share a Suite/Quad and occupy a bedroom in the housing complex located at 775 Rand Drive, Watertown, New York (the "Complex"), for the academic year specified above. This license is subject to revocation by either the College or by the JFSAA if you do not adhere to the terms of this license, if you fail to abide by the rules and regulations issued by the JFSAA with respect to the Complex as contained in the Residence Life Handbook, or if you fail to abide by the SUNY Jefferson Code of Conduct. The Residence Life Handbook can be found online at <http://www.sunyjefferson.edu/reslife>.

Residence Hall Rates: In exchange for the right to share a Suite/Quad and occupy a bedroom as provided above, you agree to pay the following sums to the College on behalf of the JFSAA as follows:

Double Occupancy	\$7,190 annually or \$3,595 per Fall and Spring semester
Single Occupancy	\$9,150 annually or \$4,575 per Fall and Spring semester (as available)

Meal Plan: As a resident in College housing, you are required to purchase a meal plan. See <https://jcccdining.com/meal-plans/>.

17 Meal Plan plus \$50.00* Dining Dollars	\$5,100 annually or \$2,550 per Fall and Spring semester
	(*\$50.00 Dining Dollars is one time per semester)

Except as provided otherwise with respect to the Automatic Payment Plan specified below, these fees shall be due and payable concurrently with tuition payments for the academic year covered by this license.

Security Deposit: A \$250.00 housing/security deposit is required at the time of application. This ensures your reservation of a bedroom in the Complex. The housing/security deposit will be refunded if a bedroom is not available for you at the commencement of the academic year. Upon possession of a bedroom, the housing/security deposit will be applied towards your total amount owed for the bedroom.

Failure to turn in a room key or mailbox key will result in a \$75 fee per key, in addition to a lock change fee of \$75.00 when deemed necessary for security purposes. Damage and lost key costs will result in a bill for the balance, and a "Hold" will be placed by the College on your account until such damage costs are paid in full. You are responsible for ensuring the accuracy of the room condition form (RCF) on both check-in and check-out and will be held accountable for all damages reflected on the RCF. Please consult the resident handbook for more information and damages and charges.

Release of Financial Responsibility: You will not be released from your obligation under this license unless you obtain written permission from the Vice President for Student Engagement or designee of the College or Executive Director of the Faculty Student Association AKA "FSA" at the College to such release. All requests for release must be submitted on a Housing Appeal Form available from the College's Office of Residence Life & Housing. You must present, in person, compelling reasons for the requested release (i.e., marriage, activation for military duty, significant medical reasons, birth of biological child, no longer a JCC student, etc...). The decision as to whether to accept any such request shall lie at the discretion of the College's Vice President for Student Engagement & Retention, Director of Residence Life & Housing or designee or Executive Director of Accounting and Auxiliary Services.

Payment Plan: You will have the option of paying for your housing and meal plan costs through an Automatic Payment Plan currently offered by the College. The Payment Plan provides flexible payment options and can be done via a credit card or ACH method. Costs of participating in the Payment Plan are your sole responsibility and are determined by the College. To enroll in the Payment Plan please go to the MyJCC portal at www.sunyjefferson.edu.

Refund Policy: If you withdraw from the College, and vacate the bedroom and Suite/Quad licensed hereby in accordance with the terms and conditions of this license and have not otherwise breached your obligations under this license, you will be entitled to a refund of any prepaid housing charges (not including the security deposit) according to the following schedule:

Prior to the start of classes	100%
Prior to the start of second week of classes	100% minus a \$250 fee
After the second week of classes begins	Proration
After the eighth week of classes concludes.....	No refund

IF THIS LICENSE IS TERMINATED AS A RESULT OF YOUR BREACH OF THIS LICENSE, YOU WILL NOT BE ENTITLED TO A REFUND OF ANY PREPAID RESIDENCE HALL CHARGES OR THE SECURITY DEPOSIT, AND YOU WILL NOT BE RELIEVED OF RESPONSIBILITY FOR PAYING HOUSING AND MEAL CHARGES FOR THE BALANCE OF THE ACADEMIC YEAR, EVEN THOUGH YOUR RIGHT TO RESIDE IN THE SUITE/QUAD/BEDROOM LICENSED HEREBY SHALL HAVE TERMINATED, YOUR OBLIGATIONS PURSUANT TO THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LICENSE.

Without limiting the generality of the foregoing, if you withdraw from the College or otherwise terminate this license, you are financially obligated for the amounts provided in this license until the College's Office of Housing and Residence Life is able to relicense the Suite/Quad and bedroom licensed hereby to another student. Neither the College nor the JFSA is under any obligation to secure a replacement occupant of the Suite/Quad and bedroom licensed hereby, and any such relicensing shall be at the College's and the JFSA's sole discretion. This license is binding. You agree that the fees provided for herein will be paid when due and hereby accept liability for any collection costs as a result of your failure to pay, including, without limitation, collection agency fees, court costs and attorney's fees.

Contents of Bedroom and Suite/Quad: The contents of the bedroom and Suite/Quad will be noted on the Room Condition Report at the time of delivery of possession. Such contents shall be kept and maintained by you in good condition and repair. Any damage to such contents will be your responsibility.

Disclaimer: Neither the JFSA nor the College shall be liable to you or to any other party for the occurrence of any of the following:

- a) Any failure of water, gas, heat, ventilation, air conditioning, light, power, telephone service or any other utility service supplied to the Suite/Quad or bedroom is licensed hereby;
- b) Any injury or damage to persons or property caused by fire, bursting or leaking of water, snow, gas, sewer or steam pipes, the elements, or any other unavoidable casualty;
- c) Any injury or damage to persons or property caused by any existing or future condition, defect, matter or thing in or on the Suite/Quad or bedroom licensed hereby or the Complex;
- d) Any act, omission or negligence or any person (other than JFSA or the College) in or about the Suite/Quad or bedroom licensed hereby or the Complex; and
- e) Any act of theft, burglary, vandalism, assault or other crimes.

Neither the JFSA nor the College assumes any legal obligation for loss or damage to any of your personal property located in the Suite/Quad or bedroom licensed hereby or the Complex, whether occurring prior to, during or subsequent to the term of this license. You are encouraged, but not mandated to participate in a renter's insurance program. Information on such programs may be provided in the office of Residence Life and Housing upon request.

Eligibility: You acknowledge that residency in the Complex is restricted to individuals who are matriculated full-time students with the majority of a class schedule comprised of on-campus classes in good judicial standing at the College, or, when approved by the FSA and the College, matriculated full-time students in good standing at an institution with which the College has an affiliation. You further represent and warrant that you qualify for residence in the Complex. You covenant and agree to notify the College's Office of Residence Life and Housing of any changes during the term of this License in your eligibility status for residency in the Complex. Failure to so notify College's Office of Residence Life and Housing shall constitute a default under, and may result in, termination of this License.

Termination of License Following Breach: The occurrence of any one or more of the following events shall constitute a default and breach of the license by you (an "Event of Default"):

- a) You vacate or abandon all or any part of the bedroom licensed hereby;
- b) You default in the payment of license fee or other sums due hereunder when due and payable, and such default continues for ten (10) days;
- c) You fail to observe or perform any of the covenants, conditions or provisions of this license to be observed and performed by you, and such default continues after written notice thereof for ten (10) days (provided, however, that you are unable, by reason of the nature of the work involved, to cure such default within such ten (10) day period, your time to cure such default shall be extended for so long as you diligently proceed in good faith with its efforts to cure such default);
- d) You or any of your guests or invitees engages in disorderly, illegal or criminal behavior in or about the bedroom, the Suite/Quad or which the bedroom forms a part of the Complex;
- e) You possess any handguns, firearms or weapons of any type (guns, knives, swords, paintball guns, pellet guns, air soft guns, nun chucks, pocket knives, arrows, bows, etc., even if only for display purposes), or any explosive, flammable or extra-hazardous substances, or any article or thing of a dangerous nature in or about the bedroom, or the Suite/Quad of which the bedroom forms a part, or the Complex;
- f) You engage in any violence or other physical altercation in or about the bedroom, the Suite/Quad of which the bedroom forms a part, or the Complex;
- g) You or any of your guests or invitees maintains a nuisance in or about the bedroom, the Suite/Quad of which the bedroom forms a part, or the Complex;
- h) You or any of your guests or invitees misuses alcohol in violation of the laws of the State of New York or Residence Life Handbook or SUNY Jefferson Code of Conduct as now in existence or as may be hereafter promulgated;

- i) You or any of your guests or invitees engages in the illegal manufacture, sale, possession or use of narcotics, hypnotics, stimulants, hallucinogens or other controlled substances, drugs, or chemicals in or about the bedroom, the Suite/Quad of which the bedroom forms a part, or the Complex;
- j) You are unable or refuse to adjust to the concept and requirements of living in a student residence environment;
- k) You or any of your guests or invitees violates the Residence Life Handbook or SUNY Jefferson Code of Conduct, as now in existence or as may be hereafter promulgated;
- l) You or any of your guests or invitees damages the bedroom, the Suite/Quad of which the bedroom forms a part, or the Complex; or
- m) You cease to be a matriculated full-time student in good standing at the College or, if you were approved for residency in the Complex by virtue of matriculation at an institution with which the College has an affiliation, you cease to be a matriculated full-time student in good standing at such affiliated institution.

Upon occurrence of an Event of Default, the College and/or JFSAA may:

- a) Take any action permitted by law or in equity;
- b) Place a "hold" on your registration file at the College;
- c) Cause such Event of Default to be corrected. Any sums expended by the College or JFSAA in so correcting your Event of Default shall become immediately due as additional license fees under this license;
- d) Serve a written five (5) days' notice of cancellation of this license upon you, and upon the expiration of said five (5) days, the term of this license shall expire and you shall then quit and surrender the bedroom and Suite/Quad licensed hereby to the College and JFSAA, but you shall remain liable as hereinafter provided. Upon the giving of such notice and the expiration of said given (5) days, the College and JFSAA may, without notice, re-enter the bedroom and the Suite/Quad licensed hereby, either by force or otherwise, and dispose of you by summary proceedings or otherwise, and remove any of your equipment or property or such other party and hold the bedroom and Suite/Quad licensed hereby as if this license had not been made, and you hereby waive the service of notice of intention to re-enter or to institute legal proceedings to that end.

If the term of this license shall expire due to the occurrence of an Event of Default and the giving of notice as provided herein, or if you shall be ejected, disposed or removed from the bedroom and Suite/Quad licensed hereby by summary proceedings or otherwise, the College and/or JFSAA may re-license the bedroom and Suite/Quad on such terms and conditions and for such periods of time as the College may in its sole discretion of such expenses as the College may have incurred and then to the fulfillment of your covenants contained herein and the balance, if any, at the expiration of the term of this license shall be paid to you. If the JFSAA shall not so re-license the bedroom and Suite/Quad for its own account, then whether or not the bedroom and Suite/Quad shall be re-licensed, you shall remain liable for and hereby agree to pay to the College until the time when this license would have expired, but for such termination after an Event of Default, the equivalent of the amount of all license fee and additional license fee reserved under this license, less the avails of re-licensing, if any, and the same shall be due and payable by you to the College and JFSAA on the date specified in this license for the payment of each installment of license fee. You hereby expressly waive any and all rights of redemption in the case you shall be disposed or evicted for any cause.

Reservation of Right of Access by College and JFSAA: JFSAA and the College are entitled to enter and inspect any portion of the Complex, including the bedrooms, bathrooms and Suite/Quads located therein, at any time in order to protect the health and safety of the occupants of the Complex, and to ensure the proper maintenance and sanitation of such rooms. FSA and JFSAA shall endeavor (but not be required) to post notice of any general room inspection at least twenty-four (24) hours beforehand. In addition, FSA, JFSAA and the College are entitled to enter and conduct an unannounced inspection of any portion of the Complex, including the bedrooms, bathrooms and Suite/Quads located therein, if either such party has cause to reasonably believe that illegal activity or an imminent threat to the health and safety of the occupants of the Complex is or maybe occurring or that a violation of any of the policies or conditions of occupancy either in this License or contained in the Residence Life Handbook is or may be occurring. Such right of access shall include the right to inspect any personal effects located in any bedroom, bathroom and Suite/Quads in the Complex.

Alterations: You shall make no alteration to the bedroom or Suite/Quad licensed hereby or to the Complex of any nature whatsoever without the FSA/JFSAA's prior written consent (which consent shall be in the FSA/JFSAA's sole and absolute discretion). In amplification and not in limitation of the foregoing, you shall not move, remove, disconnect or install any fixtures or equipment or any other major appliance within the Suite/Quad or Complex without the prior written consent of the FSA/JFSAA (which consent shall be in the FSA/JFSAA's sole and absolute discretion).

Use: The bedroom and Suite/Quad licensed hereby are to be used exclusively by you as your living quarters and in a manner that will not injure or disturb other residents of the Complex. Commercial use of the bedroom and Suite/Quad licensed hereby, soliciting in or on the grounds of the Complex, or posting of commercial notices is forbidden except with written permission of the FSA/JFSAA's. You and your guests shall comply with all laws, government regulations, and rules set forth by the College and/or JFSAA or any applicable governmental authority.

Animals: You agree not to bring or feed any cats, dogs, or other animals in or about the bedroom and Suite/Quad licensed hereby, or the Complex. In the event you permit an animal to enter the bedroom and Suite/Quad licensed hereby, or the Complex, you shall be

solely responsible for, and you shall reimburse the College and/or JFSA as additional license fee for, the cost of any cleaning, repair or replacement of any part of the bedroom and Suite/Quad licensed hereby or the Complex deemed necessary by the FSA/JFSA at its sole discretion. Animals used for those with physical impairments or emotional support may be allowed upon approval from the Accommodations & Testing Services office.

Care of Licensed Property: You shall take good care of the bedroom and Suite/Quad licensed hereby and of the Complex and all other fixtures and appurtenances associated therewith, and shall not cause or permit waste of or damage to, in, or about the bedroom and Suite/Quad licensed hereby or the Complex. The bedroom and Suite/Quad licensed hereby must be maintained by you at all times in a manner that will not damage such property nor pose a danger to other occupants of the Complex. Licensors shall repair and maintain the Complex; provided, however, that to the extent that any such repair or maintenance is necessitated by or because of any Event of Default or your negligence or the negligence of your guests or invitees, you shall reimburse the College and/or JFSA for the entire cost thereof. No property or equipment of the College or the JFSA may be disconnected or removed for any purpose whatsoever without the written permission of the College and/or FSA and/or JFSA. Without limiting the generality of the foregoing, you acknowledge and agree that you shall be jointly and severally liable for any damage to or destruction of the Suite/Quad licensed hereby, including any common furnishings. You are responsible for the daily care and cleaning of your bedroom and Suite/Quad licensed hereby. Failure to keep the common areas of the Suite/Quad clean may result in all occupants of the bedrooms conjoined to such Suite/Quad being charged for the cleaning of these areas. All Suite/Quads will be checked at each break closing and any that pose a potential health hazard or are not cleaned so that a new occupant could move in, will be cleaned and all current residents will be charged for the cleaning and may be charged judicially.

Right of Entry: The College and FSA and JFSA reserves the right of entry into the Suite/Quad licensed hereby and each bedroom/bathroom conjoined thereto by authorized personnel in the event of an emergency, as necessary for maintenance and upkeep of the Complex, and otherwise as necessary to assure and maintain proper sanitary and safety conditions. To comply with health and sanitation standards and regulations, regular measures will be taken by the College and JFSA for the prevention of insect and pest infestation. When any such measures or any repairs are undertaken by the College and/or JFSA, the bedroom/bathroom and Suite/Quad licensed hereby may not be excluded and you agree to provide access for, and to comply with the directions of, the College and/or JFSA.

Damage to Suite/Quad and Suite/Quad Furnishings: You, your guests and the other residents and their guests of the bedroom/bathrooms conjoined to the Suite/Quad licensed hereby are jointly and severally responsible for the furniture and condition of such Suite/Quad. You will be charged for damages to the Suite/Quad/bedrooms/bathrooms as they occur during the academic year and will be expected to promptly and fully pay for any and all such damages. Your failure to respond to notices of fire safety violations in your bedroom or in the Suite/Quad (including bathrooms) licensed hereby will result in the imposition of a fine. Additionally, students who cause damage in the Residence Halls including major structural damage, even accidentally, should expect to be held financially accountable. **Students are strongly encouraged to insure their own property by purchasing renter's insurance or assuming coverage on their parents' homeowners' insurance.**

Assignment and Subletting: You may not take a roommate, assign, sublicense, lease, or otherwise transfer your interest under this license, or permit anyone not duly assigned or approved by the VP for Student Affairs and/or JFSA, to share any part of the room or Suite/Quad. To the extent that room charges are approved by the College's VP for Student Affairs or FSA's Executive Director, you will be charged a \$75 fee for the cleaning of your bedroom in connection with room turnover.

The College or JFSA reserves the right to re-assign students where it is determined to be in the best interest of the resident population at the Complex. The College or JFSA also reserves the right to implement guest restrictions within the suite/Quad/bedroom/bathrooms and complex.

Miscellaneous:

- a) There should be no more than ten (10) people in a Suite/Quad at one time due to fire safety issues.
- b) The Complex will remain open for Thanksgiving Break. The complex will also be closed over Winter Break. You may not reside in the Complex during these period (specific dates to be set by the college calendar) unless arranged in advance with Office of Residence Life & Housing.
- c) If you are younger than 21 years of age at the time this license is signed, you hereby authorize JFSA to communicate with your parent(s) and/or guardian(s) at any time regarding any and all matters pertaining to your residency and well-being in East Hall, regardless of whether the student's 21st birthday occurs during the license term.
- d) **Acts of Nature:** In any case where the College, FSA or JFSA hereto is required to do any act, delays caused by or resulting from Acts of Nature, pandemic, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, unusual government regulations, unusually severe weather, or other causes beyond such party's reasonable control the College, FSA and/or JFSA have the authority to modify operations of the complex accordingly.

Abandoned Property Policy: Any personal property that remains in a bedroom or Suite/Quad upon termination of the license shall be deemed abandoned and may be disposed of by JFSA or the College at their sole discretion. JFSA may, at its discretion, make efforts to notify the student and/or the student's parent or guardian that property has been found in room. Neither the JFSA, the FSA, the College, nor their agents and/or employees assume any responsibility for any such property at any time, regardless of any course of action taken.

Enforcement Procedure: The College's Vice President for Student Engagement & Retention, the Director of Residence Life & Housing, JFSAA, and staff are delegated the responsibility to take the actions necessary to ensure the health, safety and welfare of the residents of the Complex. Responsibility for interpretations of the Residence Hall rules, as well as their enforcement, is solely that of the College's VP for Student Engagements & Retention and JFSAA.

Acknowledgement of Student: IT IS UNDERSTOOD AND AGREED THAT YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AND ALSO THAT YOU ARE RESPONSIBLE FOR ADHERENCE TO ALL OTHER POLICIES SPECIFIED IN THE RESIDENCE HALL LICENSE AND THE RESIDENCE LIFE HANDBOOK, SIGNING BELOW ACKNOWLEDGES THIS AND INDICATES THAT YOU HAVE REVIEWED THE ON-LINE RESIDENCE LIFE HANDBOOK AT [HTTP://WWW.SUNYJEFFERSON.EDU/RESLIFE](http://www.sunyjefferson.edu/reslife). IT IS ALSO UNDERSTOOD THAT INFORMATION REGARDING POLICY VIOLATIONS CAN AND WILL BE SHARED WITH YOUR PARENT AND/OR GUARDIAN. YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO COMPLY WITH THE TERMS OF THIS LICENSE MAY SUBJECT YOU, IN ADDITION TO THE RIGHTS AND REMEDIES OF THE COLLEGE, FSA AND JFSAA SET FORTH HEREIN, TO DISCIPLINARY ACTION ACCORDING TO THE RULES AND REGULATIONS OF THE COLLEGE, FSA AND JFSAA. JFSAA RESERVES THE RIGHT TO REMOVE YOU FROM THE BEDROOM AND SUITE/QUAD LICENSED HEREBY IF, IN THE JUDGMENT OF THE FSA, JFSAA, COLLEGE'S VP OF STUDENT AFFAIRS OR HIS/HER DESIGNEE, YOU HAVE ENGAGED IN OR THREATENED ACTS OF MISCONDUCT SUCH THAT YOUR CONTINUED PRESENCE AT THE COMPLEX MAY ENDANGER PUBLIC ORDER, PROPERTY, THREATEN THE PERSONAL SAFETY OR SECURITY OF OTHERS (WHETHER 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.

Last Name _____ First Name _____ Middle Initial _____ Student ID Number _____

Street Address _____ Email Address _____

City, State, Zip _____ Date of Birth (mm/dd/yyyy) _____

Director of Residence Life & Housing _____ Date _____
Student (signature) _____ Date _____

Parent/Guardian (if Student is Under 18 at time of Contract) _____ Date _____
(signature)

It is the policy of the Faculty Student Association and the Jefferson FSA Auxiliary to provide equal opportunity for all qualified applicants, students, and employees; and to prohibit discrimination on the basis of race, color, sex, religion, national origin, age, disability, marital status or sexual orientation.

Please return the Residence Hall License to:

Office of Residence Life & Housing
775 Rand Drive
Watertown, New York 13601

