

# SIENAcollege

This is a revocable license for student housing and not a lease; therefore, the relationship between the College and the Student is not one of landlord and tenant and shall not be subject to any rights or remedies under any laws, rules, or regulations applicable to a tenancy. Students should be familiar with and follow the terms, conditions and provisions set forth in this Housing License ("License"), the College policies, guidelines, rules and regulations outlined in *Siena Life*, and the local, state and federal laws. Students should refer to the "Residence Living Guidelines" section of *Siena Life* for a further explanation of the conditions of residence living. Failure to comply with the policies, guidelines, regulations or rules referred to above or with the terms, conditions or provisions contained herein, or with the local, state and federal laws may result in a cancellation of this License and/or disciplinary action.

## RESIDENCY REQUIREMENT:

All full time students, with the exception of commuter students, are required to live in College residence facilities, to the extent space is available, and to purchase a food service plan if the individual lives in an on-campus residence hall. The College provides on-campus residence space to freshmen students to whatever degree possible. Your participation in the 2010-2011 Housing selection process or your signing of this License at any other time acknowledges your understanding of the College's Residency Requirement as outlined in *Siena Life*. **Continuing resident students who fail to reserve space for the 2010 -2011 academic year during housing selection will be assigned to any available space (after new and transfer resident students are housed) and will be billed for room and food service.**

## CONDITIONS OF OCCUPANCY:

1. The License consists of a room and food service plan for residence hall students, and is available only on a combined basis. This License is binding during the entire academic year student is in residency, and must be renewed each year in support of the 4-year residency requirement.
2. In the event that a resident student's housing assignment is changed, the terms and conditions of this License will remain in full effect without the execution of a new License.
3. A student must be registered as a full time student for the duration of the contract period. For this License, full time status is defined as active registration of 12 or more credits. Students who fall below full time registration during a semester may face an immediate cancellation of this License.
4. Unauthorized occupancy prior to official Residential Life determined move-in dates will result in disciplinary action. All students must vacate their rooms/suites/ townhouses during designated breaks/vacations and no more than 24 hours after their last exam each semester or by the designated closing time, whichever is earlier. Graduating seniors must vacate their residence unit no later than 6:00 p.m. on Commencement Day.
5. Students planning on studying abroad during the fall semester must submit a signed License by **May 1, 2010** in order to reserve on-campus housing for spring, **2011**. Should students studying abroad during the fall wish to cancel housing for the spring semester, they will be subject to the cancellation policy outlined below.  
The College shall not be liable or otherwise responsible in any way for any loss of or damage to student's personal property.

## CONDITIONS OF PREMISIS:

1. At the time a student moves into a room/suite/townhouse, the student is responsible for completing **Room Condition Reports** indicating the condition of the room/suite/townhouse and its furnishings by the date specified on the forms. Failure to do so will result in the student being charged for all damages found upon final inspection and will lose the right to appeal those charges. Each resident of a room/suite/townhouse will be billed equally for damages or custodial fees to their residence or townhouse grounds unless individual responsibility is accepted.
2. When a student vacates the assigned residential space, s/he shall remove all personal property and leave the room, common areas, and bathrooms (in Padua, Townhouses), as well as furnishings clean and in the same condition they were in when the student commenced occupancy, wear and tear excepted.
3. Damage (including, but not limited to, excessive filth, vandalism and missing items) discovered at any time during a semester or in May during the final inspection process and determined by the Assistant Vice President for Student Affairs, Director of Residential Life or their designee to be caused by a student's intentional or unintentional act or omission, such as, for example, willful, malicious, reckless or accidental behavior, will be charged to student's accounts. Damages attributable to such behavior (with the exception of those determined to be "purely accidental damage(s)") may also result in immediate disciplinary action including administrative relocation or termination of the student's housing privileges and this License. Students reassigned because of attributable damages will be relocated to an available housing space and are responsible for any changes in cost associated with their relocation (room rates or meal plan requirement).
4. Students with billable damage (room/suite/townhouse and common area damage or vandalism) may be subject to immediate termination of their housing privileges and cancellation of their License. Students with billable damage (room/suite/townhouse and common area damage or vandalism) in excess of \$100.00 may have their License cancelled immediately. Students with billable damage (room/suite/townhouse and common area damage or vandalism) between \$25 - \$100 may be subject to more frequent health and safety inspections.
5. Any termination of the License for damages, abuse, and neglect of College or health and safety issues is not subject to any refund for housing charges and fees.
6. The students are also responsible for the repair, replacement or cleaning costs for any college property.

## CANCELLATION, TERMINATION AND ADJUSTMENTS:

1. To appeal the residency requirement at any time, a student must submit a petition for release form and submit this to the Housing Appeals Board c/o the Director of Residential Life. Examples may include, but are not limited to: medical needs or changes in personal or financial circumstances. The decision of the Appeals Board is final. If the petition is approved housing and meal plan charges will be canceled after the time of the official cancellation date. **If a student never occupies or vacates his/her assigned space without submitting a written petition request, or if a petition request is not approved, this License will not be cancelled and the student will continue to be responsible for all housing and meal plan fees.** Students who are released from their License or have withdrawn from Siena College and returned may only apply for future housing through a waiting list.
2. Students dismissed from housing for disciplinary reasons or whose Licenses are terminated for cause, as outlined above, are not eligible for any refund of housing fees, including room and food service plan.
3. Meal plans may only be adjusted by making a request at the Saint Card Office within the first 2 weeks at the start of each semester.

## SPECIAL ACCOMMODATIONS:

1. Any requests for special accommodations must be submitted through the College's Health Services Office. Every effort is made to assign a student to appropriate housing based upon this office's recommendation(s). Students who are recommended to reside in reduced occupancy rooms will not be assigned to designated triples.
2. Once a student who needs a special accommodation vacates a room, that room will return to its original, designated occupancy or use.

## UNCONDITIONAL RIGHTS OF THE COLLEGE:

Notwithstanding the provisions contained herein, the College in its discretion:

1. May cancel this License at any time for reasons of health, safety, security, conduct and/or damages;
2. Reserves the right to increase the occupancy of a room/suite/townhouse to its designated capacity and/or to assign or relocate students to other housing areas or rooms. In the event of vacancies, the College may require students to move in order to consolidate or offer the option to pay an additional fee for a single room. Students relocated in the event of vacancies are responsible for any changes in cost associated with their relocation (room rates or meal plan requirement);
3. Reserves the right to inspect rooms/suites/townhouses and contents for the purposes of administering this License. Searches, which do not involve routine inspection, may be made only upon reasonable suspicion of activity, conduct, and/or behavior prohibited in *Siena Life*, and/or by local, state and federal laws and upon authorization from a Residence Director, Director of Residential Life, Associate Dean of Students, Assistant Vice President for Student Affairs, Director of Public Safety, Associate Director of Public Safety or the Vice President for Student Affairs.