

SUNY Polytechnic Institute  
2023-2024 Housing and Dining License  
Conditions and Regulations

The relationship between SUNY Polytechnic Institute (“SUNY Polytechnic”) and its students is non-custodial in nature and no “special relationship” is established as a result of an individual student’s status or residential status.

**Terms of the License**

This license is extended by SUNY Polytechnic to individual students for an assigned space in SUNY Polytechnic’s residence halls. This license is for a residence hall space, not a particular room; it is not and should not be construed to be, a lease. The term of this license is for the period of time the residential facilities are open as specified in SUNY Polytechnic’s 2023-2024 academic calendar. Failure to occupy the assigned residence hall space after signing this license does not relieve the student of the responsibility to fulfill the license terms.

Students shall not assign this license and shall not sublet all or any part of their assigned residence hall space. Subletting includes short-term or temporary rental arrangements including, but not limited to, those offered through peer-to-peer accommodation services such as Airbnb, Craigslist, or Couchsurfing. Assigning or subletting may result in discipline and/or license revocation without a refund.

Students may not occupy the residence hall space when the residential facilities are officially closed unless granted an exception in writing by Vice President for Student Affairs or designee.

All students with the admission classification of first-year students and who are not qualified for an exemption are required to live on campus for their first two (2) years at SUNY Polytechnic. Students who transfer to SUNY Polytechnic with a first-year student or sophomore status must reside on campus until the conclusion of their second year as enrolled full-time students. Exemptions may be granted for extenuating circumstances, which may include: residency with parent/parents or legal guardian at a permanent home address within thirty (30) miles from campus (residence must have been the permanent home of the parent or legal guardian for a minimum six months prior to enrollment;) student has dependents; the student is legally married; the student has verification of prior military experience; the student is twenty-one years of age prior to August 1, 2023; or other special circumstances. Students may apply for an exemption by submitting the Residency Requirement Exemption Application.

Residents in SUNY Polytechnic’s housing are expected to conduct themselves in a manner appropriate to a community living environment. In addition to the requirements in the Housing Application (discussed herein) and this license, residents must abide by the Residential Life Policies and Procedures (available at: <https://sunypoly.edu/student-life/housing-dining/residential-life-housing.html>) and by the Student Code of Personal Conduct (available at <https://sunypoly.edu/student-life/student-conduct.html>). Resident students are expected to be familiar with the terms and conditions of this housing license and SUNY Polytechnic policies.

In accordance with the college’s equal opportunity policy and federal housing guidelines, the Office of Residential Life and Housing (“RLH”) does not discriminate against individuals in connection with the housing assignment process.

This license is in effect for the entire academic year. Residents enrolled in the fall semester will be permitted to cancel their license if they will not be attending SUNY Polytechnic in the following spring semester because of withdrawal from SUNY Polytechnic, graduation, transfer, or participation in a SUNY Polytechnic-sponsored study abroad program. In the absence of an approved Residency Requirement Exemption Application or approved Housing and Dining License Cancellation Request (see Withdrawal and Termination Procedures), students who fail to move in to or move out of their assigned residence hall space will be billed the full semester’s room and dining charge. Failure to check into the complex, failure to reside in the assigned residence hall space, failure to accept or use a dining card, and/or failure to pay room and dining charges will not release the student from the obligations of this license.

Any student who is granted a License Exemption or License Cancellation and who is eligible for a refund will not receive a room and dining fee adjustment until after they have completed a full check-out, which includes removal of all personal possessions from the assigned residence hall space and return of all keys.

### **Eligibility**

To be eligible for residence in SUNY Polytechnic housing, a student must be registered as a matriculated undergraduate or graduate student at SUNY Polytechnic and be in good financial standing with the SUNY Polytechnic Office of Student Accounts. Preference for residence is given to full-time degree-seeking students with at least one in-person on-campus course. Reduction of courses to part-time status and/ or choosing online course offerings does not void a signed housing and dining license. Fully online, new part-time and non-matriculated students may request housing by contacting the Assistant Vice President of Student Affairs and they may be determined to be eligible for on-campus residency if space is available. Only registered students who have completed a Housing Application with a License are permitted to live on campus. Students who are under eighteen (18) years of age upon move-in must have parental authorization via signature on this license.

### **Dining License**

All resident students are required to participate in one of the full residential dining plans offered by campus-provided dining services. All new incoming first-year students are required to be on the Unlimited Meal plan for the duration of their first year on campus. The Dining License is in effect for the entire academic year when classes are in session. The College Auxiliary Services administers the SUNY Polytechnic meal plans. Changes to the selected dining plan are accepted by the College Auxiliary Services until 4:00 p.m. on the first Friday of classes each semester. After this date, mid-semester dining plan changes are not accepted.

### **Room Deposits for New Residents and Housing Applications for Returning Residents**

New students will receive a room assignment if:

- Student Financial Services receives a Student Housing Deposit and the student submits a Utica Housing and Dining Application;

Current residential students will receive a room assignment if they:

- have on file at the Student Financial Services a \$150 housing deposit
- submit a 2023-2024 Returning Housing Application;
- are registered full-time for Fall 2023 (part-time students may be eligible depending on availability of space).

Note: new students and returning students who have not completed the two (2) year SUNY Polytechnic residency requirements and who have not submitted a Student Housing Deposit and a Utica Housing and Dining Application will not receive a room assignment. These students will, however, be charged the full room and dining fees, unless an approved exemption from the residence requirement is on file.

Returning students will be permitted to select their roommates/suitemates if their application materials are submitted by April 1, 2023.

### **Deposits**

Housing deposits for the next fall semester are not refundable: (a) after May 31st in the preceding spring semester; or (b) for the next spring semester after December 1st in the preceding fall semester. However, if a student deposit is accepted after May 31st for fall or after December 1st for spring, a refund request will be considered for up to thirty (30) days from the date of deposit. Students who are academically dismissed for the following semester will be eligible for a refund of their \$150 room deposit. EXCEPTIONS: A deposit and any unused portion of paid housing fees may be refunded for those students who: (a) withdraw to enter military service, subject to the Assistant Vice President of Student Affairs' approval; (b) or withdraw due to circumstances beyond their control, as detailed more fully in the Residential Life Policies and Procedures.

### **Billing Procedures**

Upon being assigned to a residential hall space, students are billed the appropriate room (single, double, triple) rate for 2023-2024. Adjustments to pre-assignment rates on student bills may be made to account for the actual assignment. If necessary, SUNY Polytechnic reserves the right to triple the double rooms to house three occupants at a triple room rate.

Charges are billed by Student Financial Services and are due and payable prior to occupancy. Students are required to pay in full or provide evidence of financial assistance to Student Financial Services before the payment deadline. Students who do not meet financial obligations for room and dining charges may not be permitted to obtain a key and may be subject to removal from the halls and/or revocation of meal plan privileges. Failure to pay the room and dining charges may also result in a loss on registration.

### **Housing Assignment and Administrative Room Changes**

The Residential Life and Housing Office has the authority to make room assignments and reassignments (“administrative room changes”) in the residence halls. Students may be reassigned to another bedroom or suite at any time at the discretion of the Assistant Vice President for Student Affairs or designee. Reasons for reassignment may include, but are not limited to a determination that a student’s lifestyle, hygiene, health, or behavior may be adversely affecting other students in the suite or building; for the purpose of consolidation; conflict resolution; or facility maintenance. When possible, a student will be given 24 hours notice before an administrative room change occurs or a new resident student is checked into a vacant resident hall space in their assigned room/suite. Students are not guaranteed their specific housing preference and are liable for the housing fees at the specified rate of the room to which they are assigned. Students occupying a double room who do not have a roommate or who lose a roommate will be offered the opportunity to either consolidate or move to a single room, if available, at the single room rate. Depending upon availability, students may also be offered the opportunity to stay in a double room upon paying the single room rate. Once rooms have been assigned, any resident-initiated changes in the assignment must be requested and approved utilizing a Room Change Request and receive final approval from the Residence Director(s). Residents are prohibited from switching rooms or permitting any part of their rooms or suite to be shared by persons not assigned by SUNY Polytechnic Institute.

### **Damages**

Students are held responsible for damage beyond normal wear to (a) the room; (b) public areas of the residence hall; and (c) SUNY Polytechnic-provided furnishings. Pre-announced inspections are made during the academic year for the purpose of checking on the cleanliness, safety, and use of SUNY Polytechnic property. Appropriate charges will be assessed based on conditions found during checkout with residential life staff and during facility staff inspections after residence halls are closed for the semester. If damage occurs in public areas, either the individual, if known, or the group in the immediate living area will be charged. When reasonable to assess and repair, damages that occur during the academic year will be billed at the time of occurrence. Students with outstanding damage bills will have their records placed on hold and be unable to register or change classes until the bills are paid in full.

### **Break Occupancy**

Residence halls are open during the fall and spring semesters, including during fall and spring breaks. Residence halls are officially closed during the winter and summer breaks. Residents housed during the winter or summer break periods must apply for and be granted written permission to be in residence during these periods. An additional pro-rated charge determined by the SUNY Polytechnic, is payable in advance for winter or summer break periods. Specific accommodations for the winter and summer break may be limited and break housing may not be offered in the resident’s regularly assigned room. Graduating students eligible to remain for commencement ceremonies are required to vacate the residence halls no more than 2 hours following the conclusion of their commencement ceremony.

### **Early and Late Arrivals**

Generally, students may not occupy or deliver items to their rooms or suites prior to the semester’s opening date. Students whose presence on campus is required by SUNY Polytechnic (e.g., athletics) may be granted permission to arrive early. Returning resident students must request early arrival according to the published timeline released by Residential Life and Housing each semester. Students must notify Residential Life and Housing staff if they plan to

arrive after the official opening date for campus housing or they may forfeit their room assignment and be re-assigned to a new room upon arrival.

### **Right of Inspection**

SUNY Polytechnic reserves authorized employees' right to enter residence hall suites at any time to ensure the safety and well-being of members of the college community and ascertain the condition of SUNY Polytechnic property and for the following purposes: housekeeping, maintenance, damage inspection, occupancy and vacancy determination, emergencies, investigation of suspected violations of the Student Code of Personal Conduct, other College policy and/or the Housing and Dining License, and for announced health and safety inspections. There will be at least one pre-announced health and safety inspection per semester.

### **Withdrawal and Termination Procedures**

Additional financial charges may be applicable if the withdrawal and termination process is not followed by a student. There are actions that need to happen both prior to withdrawal and at the time of withdrawal/termination.

Before withdrawing from SUNY Polytechnic, a student must at the earliest possible date terminate their housing and dining license by notifying the Office of Residential Life and Housing using the Housing and Dining License Cancellation Request. Failure to terminate the license in the prescribed manner may result in full charges or additional charges for room rental, dining services, moving, and storage.

Upon withdrawal, a student must officially terminate housing and dining by:

- removing all belongings and cleaning the assigned room;
- contacting a Residential Life staff member to complete the checkout process;
- signing the Room Condition Report; and
- Turn in all residence hall keys to the Office of Residential Life and Housing.

The refund eligibility date (if applicable) will not begin until the resident completes all of the above.

Notice to the Registrar of course withdrawal does not constitute notice of housing and dining license termination. Residents withdrawing from SUNY Polytechnic must vacate the residence halls and remove all personal belongings from its premises by midnight (12:00 a.m.) of the date on which the withdrawal becomes effective. Student Financial Services will mail any check resulting from an eligible refund, if applicable, to a withdrawing resident's permanent mailing address on file, if requested.

Permission to terminate this license in the absence of withdrawal from SUNY Polytechnic courses is requested by submitting a Housing and Dining License Cancellation Request with the required documentation should be submitted at least 30 days prior to the proposed date of termination. The Housing and Dining License Cancellation Request is also used to request mid-year release from the Housing and Dining License. The Assistant Vice President for Student Affairs or designee will forward the request to the License Exemption Committee for review. The License Exemption Committee may consult with or defer the Request for License Exemption/Cancellation to The Wellness Center or Disability Services or Title IX if the request for license exemption or cancellation pertains to a medical need or ADA/Title IX Accommodation. Other considerations for release from the license are given to documented individual circumstances that are beyond the control of the student and which did not exist or could not have been known at the time the license was signed by the student.

Students registering and occupying a room for two (2) weeks or less who officially withdraw from the institution and are approved for termination of housing and dining as outlined above, will receive a pro-rated refund for room and dining based on the number of days since the official residence hall opening date. Any student who occupies a room after the Saturday following the second full week of classes is responsible for the entire semester's dining and room charges. Exceptions may be made when a student withdraws to enter active military service or due to extenuating circumstances beyond his or her control. Exceptions to the refund policy will be reviewed by the License Exemption Committee and will take into account refunds granted to the student for SUNY Poly tuition and fees.

Students who are disciplined and suspended, expelled or otherwise removed from campus housing are not eligible for a housing refund regardless of when the action/discipline occurs.

Students may continue to receive a billing statement and late fees following withdrawal from courses and the residence hall if fees are still posted to the account. Students are still required to pay any fees not refunded pursuant to this license.

**Personal Property Losses and Claims**

SUNY Polytechnic is not responsible for loss of or damage to the personal property of students. Personal Property Insurance may be available through the parent or legal guardian’s homeowner’s insurance or through individual purchase of renter’s insurance. All residents are encouraged to provide for the security of their belongings by locking rooms and carrying personal property insurance. Mail Services and Residential Life and Housing staff are not responsible for unclaimed property or packages.

**Miscellaneous**

Unless changed or modified by official written notice, all provisions herein shall remain in effect.

If the student is under the age of eighteen (18), a parent or legal guardian must also sign this license upon check-in to the facility. The signature of a parent or guardian shall constitute (a) the parent or guardian’s agreement to the terms of this license on behalf of the student; (b) the parent or guardian’s agreement to fulfill the financial obligations of the student under this license; and (c) the parent or guardian’s agreement to the terms of this license on their own behalf with respect to any rights they may have or subsequently acquire as a result of the student’s occupancy of SUNY Polytechnic residential facilities.

BY SIGNING THIS LICENSE, YOU AGREE THAT: (1) YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE; AND (2) THAT YOU WILL BE LEGALLY BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN, AS WELL AS, THE TERMS AND CONDITIONS IN SUNY POLYTECHNIC POLICY, THE RESIDENTIAL LIFE POLICIES AND PROCEDURES AND THE SUNY POLY STUDENT CODE OF PERSONAL CONDUCT.

\_\_\_\_\_ Printed Name of Student

\_\_\_\_\_ Signature of Student

\_\_\_\_\_ Printed Name of Parent or Legal Guardian (if the student is under the age of 18)

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