Campus Residences

Terms of Occupancy

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I. Introduction

A. Residential Buildings

These Terms of Occupancy are in effect for all University Apartments/Residence Halls and Southampton Residences.

B. Non-Discrimination Policy

Consistent with Federal and State guidelines, Stony Brook University does not discriminate on the basis of any protected class including race, religion, sex, sexual orientation, gender identity, color, national origin, age, disability, marital status, and veteran status, disabled veteran status in its educational programs/activities or in employment.

Pursuant to Title IX of the 1972 Education Amendments, Stony Brook University does not discriminate on the basis of sex; prohibited sex discrimination includes sexual harassment and/or sexual violence. Complaints of suspected violations of this policy should be made to the Title IX Coordinator, please visit here for more information.

C. General Policies

- 1. The offer of on-campus housing is a privilege and not a right. This document creates a license to use on-campus housing and is not a lease. Occupancy in on-campus housing implies acceptance by each student of the terms set forth below.
- 2. Using established procedures, the University has the right to suspend or withdraw accommodations, guest privileges or access to a campus residence to any person(s) for violations of these regulations, for health and safety reasons, or for nonpayment of bills. In addition, the University may seek financial or other restitution for loss or damage to apartment/residence property.
- 3. Through the provisions listed herein, the University reserves the right to conduct inspections to ensure the health, safety, and general welfare of University community members, and/or the physical security of University property.
- 4. The University, including University Police, reserves the right to enter and inspect residential quarters without advance notice, including individual bedrooms and common areas, on receipt of a complaint of unauthorized activity or a violation of the <u>Code of Student Responsibility</u>. Personnel from Campus Residences, as well as emergency personnel, may access residential quarters in the event of an emergency (e.g. fire alarms, fires, floods) to complete maintenance requests, to prevent harm or damage to persons or property, and/or to enforce provisions of the *Terms of Occupancy*. Residents may not refuse access to maintenance or professional staff members, presenting or displaying University ID, in exercising their assigned responsibilities.

- During emergencies or when responding to maintenance or custodial related issues, staff may enter residential areas without having provided notice to the occupants.
- 5. Upon residency, the student must carry apartment/room/suite key(s) and ID/access card at all times and provide such ID when requested by University staff member.
- 6. The existence of other sets of rules governing social behavior within the on-campus housing community is presumed. In addition to adherence to these *Terms of Occupancy*, students must comply, and should become familiar with, the *Code of Student Responsibility*, and the *SUNY Rules for the Maintenance of Public Order*.
- 7. Force Majeure. If Licensor is unable to perform its obligations hereunder, or if such performance is hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, or any other cause or event beyond Licensor's control, then Licensor shall be excused from performance of this License Agreement and will not have any liability in connection herewith.
- 8. The University shall not be liable to any injury to the resident(s) or guest(s) or damages to any personal property caused by water, rain, fire, steam, sewer, pipes, plumbing, stoves, refrigerators, laundry machines, dryers, or anything else that is beyond the control of the University. The University strongly encourages residents to obtain personal property insurance to protect against loss or damage to personal property. Liability for risks or injury and/or damage to personal property are expressly assumed by the resident. It is strongly recommended that each resident obtain appropriate insurance for personal property.

II. Occupancy Guidelines

A. Eligibility

1. General Eligibility

a) The offer of on-campus housing is extended to full-time students who are eighteen (18) years of age or older, or who will attain the age of eighteen within their first two semesters of enrollment at Stony Brook University.

Note: Applicants who do not meet the above criteria by the first day of fall housing agreements, will have to complete additional components with their application for consideration for on campus housing. Contact reside@stonybrook.edu for additional information.

- b) In order to reside on campus, students must maintain their eligibility during the entire Fall and Spring academic semesters.
- c) Residents who terminate enrollment for any reason are terminating their housing agreement, and must vacate their assignment within 48 hours of the date their enrollment terminates. Any other changes in eligibility status (e.g. from full-time student to part-time student or from undergraduate to graduate student, IEC to first-year student) may result in relocation or termination of on-campus housing at the discretion of Campus Residences. Changing to part-time student status does not permit automatic release from the housing agreement and/or financial liability.
- d) When interest in campus housing exceeds the availability of space, a maximum number of semesters living on-campus will be put into effect. The maximum number of semesters an undergraduate student is eligible to reside on campus is eight semesters for someone admitted as a first-year student and six semesters for someone who is admitted as a transfer student. Graduate students have a maximum number of seven years (14 Semesters) in graduate housing. Summer semesters are not included.
- e) Stony Brook University prohibits discrimination and harassment based on race, sex, sexual orientation, gender identity or expression, religion, age, color, creed, national or ethnic origin, disability, marital status, familial status, pregnancy, genetic predisposition, criminal convictions, domestic violence victim status, veteran or military status, and all other protected classes under federal or state laws.

2. First Year Housing Eligibility

Priority for newly admitted first-year students will be given to those who submit their room deposit by May 1. For those that do not require a deposit, they must commit to housing in the housing portal by May 1 for priority consideration. Areas within Roosevelt, Mendelsohn, and H

are primarily designated as first year housing. Students who are admitted as a first year or as part of the Intensive English Program will generally be housed within these communities. New first year students who are 24 years or older at the time of application for housing will be eligible to request to live within first year housing or continuing student housing.

3. Chávez Hall, Tubman Hall, and West Apartments Eligibility

- a) Students must have 57 or more credits that includes the current semester enrollment or are 24 years or older at the time of application.
- b) Students must not be on residential or disciplinary probation with the University

If a student at the time of housing selection is on residential or disciplinary probation with the university they will be ineligible to select West Apartments, Chávez Hall, or Tubman Hall.

Loss of eligibility may result in reassignment to a space in a traditional residence hall or loss of on-campus housing.

4. Graduate Student Eligibility

Graduate students who wish to reside in Chapin or Schomburg Apartments must be full-time matriculated students enrolled in a graduate studies program or undergraduate students who are married, living in a domestic partnership, or have a dependent child (allowed to live in Chapin Apartments only). The university cannot guarantee on-campus housing for all students. Students who are enrolled in online education programs, Southampton Campus programs, or Graduate Certificate Programs may only be offered housing through the on-campus waitlist after all full-time matriculated students who want on-campus housing are housed. Priority for newly admitted graduate students will be given to those who submit their room deposit by May 15. In the event that new graduate student demand exceeds available West Campus space, a randomized lottery for applications and room selection will be implemented. Newly admitted graduate students must wait until they are term activated with the university prior to accessing the housing portal and housing applications. Campus Residences cannot predict or control when your term activation will occur.

5. Family Housing Eligibility

Campus Residences is no longer accepting new requests for family housing. Current residents with family agreements are permitted to complete Returning Resident Room Selection in the housing portal to renew back into family housing in subsequent years until they graduate, move off-campus, or reach 14 semesters of on-campus housing. Current residents of family housing who become ineligible for family housing (i.e. spouse/partner moves out, child over the age of 5) would be permanently moved to single student housing and not be eligible to move back into family housing in the future. For current family agreement holders, please see additional policies below

6. Family Housing Assignments/Safety

- a) Residents in family housing residing with Campus Residences authorized non-student occupants (e.g., domestic partners, dependent children, spouses) assume full responsibility for the actions of their non-student occupant. This may include liability for the cost of property damage caused by such occupants and/or any campus conduct referral instituted as a result of their behavior.
- b) All non-student occupants must pass an annual background check (criminal and sex offender) through a University approved provider at a cost covered by the enrolled student.
- c) All families with children who reside in University housing will be assigned to Chapin Apartments.
- d) Families with two adults living with one child under the age of five are permitted to share a one-bedroom apartment. The child must sleep in the bedroom and no bedding is permitted in the living room/common area of the apartment. The University does not provide cribs or juvenile furniture to residents with children. All furniture brought by residents must meet the criteria set in V.E.3.
- e) Single parents with a child are permitted to share a one-bedroom apartment with their child, regardless of the child's age. This is permitted as long as only one adult is occupying the apartment.
- f) Parents should be advised that their children may not be left unattended, or else risk a conduct and /or Child Protective Services referral. Specifically, if/when using a portable plastic and/or inflatable children's pool, children must be supervised at all times. The University shall not be responsible for or liable to the resident(s) or their guest(s) for injury to any person using such items. We also require that when pools are not being used, the owner of the pool empty all water and store the pool in a safe place.
- g) In the event that a student's family situation changes such that they are no longer eligible to reside in family housing, the student will be given 30-days notice to vacate their current housing assignment and will be released from the remaining financial liability.

7. Summer Housing Eligibility

Campus Residences offers Summer Housing for students who are looking to live on-campus after the end of the Spring semester housing agreement. This covers housing until the start of the Fall housing agreement if a student has an on-campus housing assignment for the upcoming Fall semester. Students without an on-campus housing assignment for the upcoming Fall semester will be required to move out of campus housing in mid-August. To be eligible for summer housing, students must meet one of the following criteria:

• A current spring resident or fall resident registered for summer or fall classes. Classes are not required to be in person

- A student without housing affiliation enrolled in summer classes that require an in-person presence
- A spring semester resident who graduated in need of summer housing

Summer Housing for 17-Year-Old and Younger Students

Campus Residences offers summer housing to students that will not be 18 by the start of the summer session two extended academic term at the end of the summer housing term in a designated building. In order to be eligible, a student must be enrolled in summer classes that require an in-person presence. These students must complete 3 items in order to be given a Summer Housing room assignment:

- 1. Download and complete the "On-Campus Housing Acknowledgment for Summer Students 17 Years Old and Younger" form with their legal guardians. They will upload the completed form on a page of the application
- 2. Complete an online module (found in the application) with your legal guardians prior to arrival, which will overview our summer housing. Save a PDF copy of their certificate to upload with their application.
- 3. Complete the full application in the housing portal until they receive a confirmation email that the application submitted

All of the above steps must be completed at least two weeks prior to arrival to ensure the student can be assigned in time and a room is ready for them. Residents in these buildings are required to have a summer meal plan and Student Health Services insurance.

8. Accommodations for Disabilities

Any medical or physical related needs that require special housing accommodations must be brought to the attention of the <u>Student Accessibility Support Center</u>. Modification of housing will be processed based on recommendations from that office. Referrals during the agreement period typically result in reassignment to an available space. If a referral is for a space the resident is not eligible for, they may not be able to renew into that space the following agreement period.

B. Application, Change, and Revocation of Housing Agreement

1. A continuing resident will be permitted to renew their housing agreement on a space available basis, according to published policies at the time of returning resident room selection. Students are not guaranteed, nor do they retain any right to the same location as part of renewing their housing agreement. Academic responsibilities or obligations, such as an internship or research that extends for one semester or longer that require the student to be away from campus may serve as reasons for a resident to terminate their housing agreement without financial penalty. There is no guarantee that accommodations will be available should a student re-apply for

housing. Students must be in good financial standing to participate in the annual room selection process

- 2. For residents of Chapin and Schomburg Apartments, housing agreements will be provided based on 10 months (August 1 May 31) or 12 months (June 1 May 31) of occupancy. In March/April of each year, residents who intend to renew their housing for the following year participate in the online Room Selection process and can choose the same or a different agreement length by the posted deadline. Graduate students have two options for their housing agreements:
 - a) 12-month housing agreement: June 1 through May 31 of the following year. Only available in Chapin and Schomburg Apartments. Those choosing 12-month housing agreements will be limited to spaces that are designated as 12 month during the initial housing selection process.
 - b) 10-month housing agreement: August 1 through May 31 of the following year. West Apartments will have a summer housing option through the Summer Housing Application should a student with a 10-month agreement need to live on campus during the summer. Short term spaces during the June / July period will not be available in Chapin or Schomburg Apartments. Graduate students renewing their agreement for a future year and choosing a 10-month housing agreement will be limited to spaces that are designated as 10 month during the initial selection process. During renewal, residents who select a 10 Month Agreement for their renewal have to fully remove all personal items, vacate, and check-out of their current assignment by May 31 at noon.
- 3. For residents of Chávez Hall, Tubman Hall, West Apartments Undergraduate Housing, and all other residence halls, housing agreements are for the entire academic year and include fall and spring housing semesters. The fall housing semester includes winter break until the start of winter session. The spring housing semester includes the remainder of the winter session through the end of the Spring term. Summer housing is available as a separate application process in designated summer housing locations.
- 4. Residents may be obligated to prematurely vacate their room for several reasons including, but not limited to:
 - a) Any resident who fails to pay any fee or assessment, unless properly deferred or waived, as required for residence, will have their housing agreement cancelled.
 - b) If the continued presence of a resident would constitute a danger to the resident, or to the safety of persons, or to the property in the apartments/residence halls, or would pose a threat of disruptive interference with the normal conduct of apartment/residence hall activities and functions, or if otherwise warranted due to the seriousness of a student's behavior, the University may suspend the student's privilege of on-campus housing.

- c) Resident is dismissed or withdraws from the University or from classes, or if the student's course load falls below full-time status. Exceptions are made for approved underloads and the semester in which a student is graduating.
- 5. In the event that demand for new student housing exceeds available space on campus, the University reserves the right to implement one or both policies outlined below:
 - a) Temporary Triples Rooms for New Students:

When over-occupancy exists prior to the start of a semester, some new undergraduate admits can expect to be in a room that is a temporary triple to accommodate the demand for housing. When possible, we designate temporary triple rooms prior to selection. If additional rooms are needed beyond anticipated needs, additional double rooms will be identified that can be utilized as temporary triples and impacted individuals will be notified should this occur. All impacted students will be notified with additional information on room configuration, the detripling process, etc. Campus Residences will detriple on a space available basis by reassigning the person in the "-3" bedspace to an available space nearby and notify them of the reassignment. Students in temporary triples receive an approximate 15% reduction in the cost of their room rate for days occupied during the dates of the official academic semesters.

b) Radius Policy:

When overoccupancy exists even after a reasonable number of rooms are temporarily tripled, the University reserves the right to implement a radius policy based upon the residents' home address on record. In the event that the University cannot meet the demand for new student housing, residents whose home address is within a certain radius from the University would be excluded from housing, and their \$200 deposit would be refunded in full. If and when space becomes available, residents excluded from receiving housing due to the radius policy would have priority to have oncampus housing during the same agreement period over individuals who are on the Housing Waitlist. Additionally, continuing residents in corridor-style buildings may be reassigned prior to arrival to suite-style vacancies to create additional spaces in first-year housing.

C. Assignment, Arrival, Check In/Check Out

1. Room Assignment

Upon arrangement of a housing agreement, residents will be assigned a space and an arrival date.

2. Room Assignment Hold

Room assignments will be held until 5:00 pm of the first day of classes, or until 5:00 pm the day a resident is scheduled to arrive for their assignment, whichever is later. Late check-ins may be requested through the Area Office. Failure to obtain approval for a late check in will result in the forfeiture of assignment. Late check-in requests cannot be held longer than the end of Late Registration. Students needing to arrive later than the end of Late Registration must use the Housing Waitlist to obtain on campus housing should it still be available.

3. Check In

- a) Campus Residences staff have assessed the space prior to the resident's arrival to submit work orders and address issues. Upon occupancy of an apartment/room/suite, the resident(s) should make an initial inspection of the premises and furnishings. Any pre-existing damage within a space should be inventoried and photographed by the resident upon moving in and reported via the room condition report form that is available in the housing portal. Residents will only have 7 days from the day of their check-in to complete the Room Condition Report form in the portal. Within the first week of occupancy, residents should communicate any concerns with the physical condition of the space or any room furnishings to a Residential Education professional staff. Students who fail to report pre-existing damage in their space may be billed for damage if no record of that damage already exists.
- b) Continuing 12 Month Graduate and Family Housing residents who renew housing to a different assignment between two agreement years will have a staggered move schedule. These residents need to be physically available during the last week of May through mid-June to complete the room change when advised that their new assignment is ready.
- c) Residents are expected to adhere to check-in times, dates, and procedures. Residents who fail to follow check-in procedures shall be assessed the current fee for an improper check in.

4. Check Out

- a) To properly check out, a student must completely remove personal property and clean the space. They must report to either the Area Office or Residence Hall to return the key to a professional staff member or a Resident Assistant. A Residential Education professional staff member will assess any damages which would then be placed onto the student's University account. Student Staff Members (Resident Assistants, Office Assistants, etc.) may complete an initial inspection to ensure that a student has fully completed all checkout requirements but they do not inspect for damage or determine damage billing; if a resident has questions as to whether they are going to be billed for a specific damage, they should contact their RHD or Area Office at least 72 hours prior to checkout for guidance.
- b) Residents are also offered the Express Checkout option as a checkout procedure if they are checking out during an overnight period. For the Express Checkout option, obtain a Checkout envelope from the Area Office or Residence Hall Office. Once all personal property is out of the apartment/room/suite, lock the door, complete the form in its entirety, and place keys in the attached envelope. Place the envelope in the Express Checkout box,

- which is located outside the respective Area Office or Residence Hall Office. Express checkouts waive the right to appeal any damage charges assessed to their University account.
- c) Upon leaving, any resident who fails to check out through either of the above procedures shall be assessed the current fees for failure to return room key(s) and improper checkout. Additionally, the resident will be responsible for damages that may occur to that apartment/room/suite. All residents are expected to check out by the posted closing time on the last day of their housing agreement.
- d) Items for which charges may be assessed include, but are not limited to:
 - (1) Labor and material costs to clean or repair apartments/rooms/suites that are not returned in the same condition as when the student took occupancy. Reasonable wear and tear is an exception
 - (2) Nail/pinholes and other decorating damages, which includes damage from adhesive materials
 - (3) Scarred and/or broken furniture
 - (4) Soiled, stained and/or damaged carpets
 - (5) Burns/scorching of any kind
 - (6) Damage to walls, wood, metal surfaces, countertops, screens, doors, etc., beyond normal wear and tear
 - (7) Cost of removal of debris and/or personal items left behind from interior and/or exterior of apartment/room/suite
 - (8) Failure to return key(s) issued by the University

D. Voluntary Room Changes, Room Swaps, and Waitlists

As a campus committed to promoting diversity, room change requests that derive from a lack of respect for others on the basis of race, creed, color, disability, national origin, religion, gender identity, sexual orientation, or status as a disabled or United States veteran, will not be considered or approved. Published procedures must be followed when requesting a room change or room swap.

1. During published periods when room changes and room swaps are permitted, residents may request a room change or room swap through their respective Area Office. Room change is when a resident moves to an unoccupied space. Room Swap is when two residents swap assignments with each other for similar room types. These requests must be approved by the RHD of the building(s) for the original and requested rooms.

- 2. During the academic year, room changes are not allowed when there are active waitlists for a high demand room type. Students wishing to change room types (double to single, residence hall to apartment) should place themselves on the appropriate waitlist in the housing portal.
- 3. Residents cannot force another resident to room change or swap for any reason, such as their behavior, incompatibility as roommates, or desire for a different person to live with them.
- 4. Residents who move without prior approval will be directed to return to their assigned space, will lose their room change and/or room swap privileges until the following semester, and may be referred to Community Standards.
- 5. Residents can only swap or change to another room for a space they are eligible to live in.
- 6. Approved room changes and swaps must be completed within two business days.
- 7. During the period residents are moving, residents will be billed for both their original and new assignment. This may create a financial hold on their University Account. Once the check-out from the prior space is complete and the key to the former space is returned, the housing charges will be adjusted.
- 8. If residents change rooms to a more expensive room, they will owe the difference in room rate for the remainder of the billing period.
- 9. If residents fail to return their key to the former assignment within 2 business days, they may receive an improper check-out charge and an emergency lock change charge.

Waitlists in the housing portal are used for both commuter and residential students. Waitlists for residents are used to manage on campus housing offers and for high-demand types of housing. Commuters can access the On-Campus housing waitlist if they are looking to reside on campus. Before the semester starts and when space is available to be offered, waitlist offers are generally made Tuesday, with a deadline to accept by Friday, and Friday, with a deadline to accept by Tuesday. After the semester starts and when space is available to be offered, waitlist offers are generally made every Tuesday with a deadline to accept by Friday. Assignment offers are sent to students' Stony Brook email account and students will need to accept or decline their offer in the housing portal. If offered a space off a waiting list, the resident is removed from the waitlist.

1. High Demand Housing Waitlists:

- These waitlists become available beginning late-July or early August in the housing portal
- Residents can sign up for waitlists for different types of housing that are typically in higher demand such as West Apartments, Chávez and Tubman Halls, and various Graduate Housing Areas
- Residents must meet eligibility requirements at the time of signing up for the waitlist as well as at the time of offer

- If a resident cancels or leaves housing, they will be removed from high demand waitlists. Should they want to be considered for campus housing again in the future, the student will need to sign up for the On-Campus Housing waitlist
- Priority is typically given in order of the lowest number on the waitlist, but at times due to other housing needs, the waitlist order may be bypassed
- If a resident does not respond or declines the space offered from a waiting list, they can add themselves back to the waitlists and will be given a new number
- All waiting lists may require residents to recertify monthly. If a resident misses the recertification
 deadline, they will be removed from the waitlist, but they can re-add themselves and be given a new
 number

2. On-Campus Housing Waitlist:

- The On Campus Housing waitlist is for any commuter students that are looking for on-campus housing
- The waitlist goes live in mid-April for the following Fall semester. Students looking for spring
 housing offers should wait until the first week of November to add themselves as all fall waitlist
 offers are done
- Priority is typically given in order of the lowest number on the waitlist, but at times due to other housing needs, the waitlist order may be bypassed
- If a student accepts their waitlist offer and then cancels housing, they will pay a termination fee equivalent to the deposit forfeit based on the date of cancellation which ranges from \$100-\$400
- For any waitlist offers made during the semester, students moving in from off-campus will have 10 days from the date of their waitlist offer to move into their space. Students are able to request a later move-in date by contacting the respective Area Office but billing will start 10 days from the offer date at the latest
- A student may only be offered a space 3 times back to back from the waitlist. If they decline all three offers, they will be blocked from adding themselves to the waitlist for a two-month period. Students should not expect much difference in space type or location between offers.

E. Consolidation

Residents may be consolidated to another living space due to an area not filled to design capacity, facility concerns in their current assignment, or space is being allocated to a different residential

population. In the event a vacant space has been offered multiple times without successfully filling the space, and there is a report that the current resident of the space is discouraging or creating an unwelcome environment for a new resident from moving into the vacancy, the current resident may be reassigned to another space. The University reserves the right to consolidate residents upon notice (a minimum of 24 hours, unless extenuating circumstances exist).

F. Unassigned Space and Unauthorized Use of Facilities

- 1. Residents residing in apartments/rooms/suites not assigned at full occupancy must ensure that the unassigned space and furniture remain vacant for resident placement. Current residents must maintain all appropriate shared spaces (e.g., cabinets, refrigerators, storage closets) to be available for equal access by any new resident assigned to the space.
- 2. Facilities not authorized for sleeping quarters may not be used for that purpose without the consent of the Assistant Vice President for Campus Residences, or their designee. Any person doing so will be considered an unauthorized occupant. Unauthorized occupants shall be subject to a charge at the prevailing daily rate for a comparable space during the entire period of improper occupancy and may be subject to criminal and/or University conduct proceedings as well. Public spaces that are not authorized sleeping quarters include, but are not limited to: unoccupied residential rooms/spaces, lounges, recreation rooms, laundry rooms, storage areas and classrooms.
- 3. Residents cannot sublet or rent out their space to another individual. The University takes the safety and security of our residents and the overall community seriously. Individuals who violate or fail to adhere to this policy will be referred to conduct and can result in an immediate termination of their housing agreement.

G. Guest Policy

1. Responsibility

Residents hosting guest(s) assume full responsibility for the actions of their guest(s), regardless of whether the guest has been formally registered, and regardless of duration of visit. This may include liability for the cost of property damage caused by a guest and/or any campus conduct referral instituted as a result of guest behavior. For additional guidelines on the University guest policy, please refer to the *Code of Student Responsibility*.

2. Guest policy prior to roommate/suitemate agreement completion

There is a limited guest policy in effect until you complete your roommate/suitemate agreement with your resident assistant. This allows the residents to get to know their roommates and suitemates and work with the Resident Assistant to establish expectations they set of each other surrounding guests. Generally, these are completed within two to four weeks from the time of

residents checking into their room assignment. Until the agreement is completed, the guest limitations are:

- a) No overnight guests are permitted in campus residence hall rooms, suites, or apartments
- b) Each resident is permitted to have one resident guest after 9am and before 11pm
- c) Non-resident guests are not permitted, including commuter or off-campus students, family members, or friends

3. Late Night/Overnight Guests

- a) Residents are permitted to host overnight guests, which is any person or persons remaining in a residential community between the hours of 11:00 pm and 9:00 am. Residents seeking to host a late night/overnight guest must follow all published procedures. Procedures are available within each residential building from the Area Coordinator/Residence Hall Director, or their designee. This policy applies to on-campus residents not assigned to the space, non-resident guests, non-students, and all other affiliates/non-affiliates.
- b) Only late night/overnight guests whose hosts have followed the published procedures are permitted to stay in a residential facility. No individual may be a late night/overnight guest for more than three (3) nights in any seven (7) day period, and a maximum of six (6) nights in any thirty (30) day period. Graduate and Family Agreements: Can apply for an extended stay guest pass up to three times during the agreement period that allow for a 4 to 15 consecutive night guest stay. There must be at least 30 nights between each extended guest pass issued to a resident. The extended guest pass cannot be for another Stony Brook University student.

4. Limitations

- a) Permitted guests may not become another resident's guest as a means of extending their visit or as a means of living on campus.
- b) Guest frequency may not be used as a means of obtaining on-campus housing without being assessed housing fees. Individuals found living on campus without a valid housing agreement will be billed for the space retroactively back to the last date the space was occupied. Residents may be denied guest privileges, be referred to <u>Community Standards</u>, and/or billed restitution for the cost of the period of unauthorized residency.
- c) A guest may not occupy an apartment/residence hall bedroom or apartment/suite common area in the absence of the assigned occupants of the room.
- d) Each resident of an apartment/room/suite may host no more than two guests. Total occupancy may never exceed twice the number of residents assigned to that space. For example, a six-person suite may be occupied by a *MAXIMUM* of 12 persons total.

e) Overnight guests are not permitted during University Academic calendar final examination periods.

5. Refusal of Guest Status

A guest may be denied permission to be a guest in the future by University officials based on behavior that includes, but is not limited to, posing a potential threat to students and/or the University, or is otherwise in violation of the <u>Code of Student Responsibility</u> or <u>Rules of Public</u> <u>Order</u>. The guest shall be informed of that reason when they are asked to leave the halls. Guests who have been denied authorization in one residential community may not request guest status in another residential community.

- 6. The guest policy may be modified or suspended at discretion of the Vice President of Student Affairs, Assistant Vice President for Campus Residences, or designee. In the event that the guest policy needs to be altered in any way, Campus Residences will send notice to all residents and updates will be posted on the Polices Page of the Campus Residences website.
- 7. For additional guidelines on the Guest Policy, please refer to the *Code of Student Responsibility*.

H. Gender Inclusive Housing (GIH)

Gender Inclusive Housing (GIH) is a housing option in which two or more students share a multiple occupancy bedroom, suite, or apartment regardless of the student's sex, gender identity or gender expression. This option allows for students of any gender identity to live together. During New Student and Returning Resident Room Selection periods, students must separately apply and agree to the terms of Gender Inclusive Housing Communities in the housing portal. Choosing to live in GIH is an agreement for the entire academic year. Residents will not be permitted to room change to a non-GIH space after being approved, and similarly, residents not in GIH cannot room change into a GIH space at a later date. Appeals to leave or join GIH midyear can be made in the housing portal. If an appeal is approved, the appealer will be administratively assigned.

III. Financial Obligations and Release from Housing Agreement

A. Housing Charges

1. Click here for a list of current room fees:

https://www.stonybrook.edu/commcms/studentaffairs/res/housing/rates.php

- 2. Undergraduate Housing Agreement Charges
 - a. Most new undergraduate students must submit an advance room deposit (currently \$200.00) at the time of application, which is credited towards the room fees for the appropriate semester.
 - b. New undergraduate students for whom the housing deposit is waived or deferred and returning undergraduate students that are not required to pay a housing deposit to take part in room selection are subject to a housing termination fee equivalent to the deposit forfeit based on the date of cancellation if they apply and then later choose to cancel their housing.
 - c. Residents are billed by semester. The fall housing bill includes the fall academic semester and winter break until the start of the winter academic session. The spring housing bill includes the winter academic semester and spring academic semester.
 - d. Undergraduate billing begins on the first day of the housing agreement, regardless of whether physical occupancy of the space is also taken at the same time.
 - e. Billing continues until the end of the housing agreement specifically the end of Spring Housing Term.
- 3. Graduate and Family Agreement Housing Charges
 - a. New graduate students must submit an advance room deposit (currently \$200) at the time of application or reapplication each year, which is credited towards the room fees for fall or spring semester based on when you applied.
 - b. In lieu of a deposit, returning graduate students are subject to a termination fee that is equivalent to the deposit forfeiture that other agreement holders forfeit based on the date of the cancellation request. Returning 12-month agreements must be canceled prior to June 1 and move out by their current agreement deadlines.
 - c. Housing fees are assessed on a monthly basis.
 - d. For returning agreement holders who choose a 12-month (June 1 May 31) agreement, they must pay rent during the summer months, regardless of whether they intend to physically occupy the space during that time.
 - e. For returning agreement holders who choose a 10-month (August 1 May 31) agreement, Billing will start August 1, regardless of whether the student has physically moved into their space on that date.
 - f. Newly admitted graduate students billing will start on their date of checking in but no later than the Sunday before the first day of classes regardless if occupancy has commenced as the space is being held.
 - g. Billing continues until the end of the housing agreement specifically the end of May.

- 4. Admission Deferral and Housing Deposit: If Campus Residences receive notice of an admissions deferral prior to the start of an agreement (the Saturday before semester classes start) and the student has not already canceled their housing, Campus Residences will process their current housing deposit as a forfeit but not require a housing deposit for the semester their admissions was deferred to. This can only be done for the first time admission is deferred. Any further readmissions beyond the initial deferred semester will require a new housing deposit to be made. Students who defer after the agreement period has commenced will be subject to a \$400 termination fee but will not require a housing deposit for the semester their admissions was deferred to.
- 5. Time spent away by students from their room assignment for any duration of time, including but not limited to vacation/holiday, visiting family, a medical procedure, or illness does not make the student eligible to receive a credit for the nights they did not spend in their room. Unless the student completes a full check-out and takes an approved leave from the University that falls under one of the reasons listed in Section III.B. of this document, the student remains financially liable for their space for the duration of their housing agreement.
- 6. All housing charges and credits, including applicable room charges or damage fees, are posted to the resident's student account. All charges are payable via SOLAR following payment deadlines and schedules determined by the Student Financial Services.

B. Financial Liability and Release from Housing Agreement after a Residency Period has Commenced

Once students have received their room key, they are financially liable until the end of the current housing agreement. Any request for release of liability must be received within 30 days after checking out. Students may appeal prior to checking out as well. A \$400 termination fee would be assessed to any student who submits an appeal for release from the housing agreement that is approved. The termination charge would be in addition to any prorated housing fees assessed to the student's account if they appeal their housing liability and move(d) out after the start of a Term Session billing period. The total charge assessed to the student would not exceed the published rate for their assigned space.

Students would not be charged the early termination charge in the following situations:

- Student has graduated from the University
- The student withdraws from the University including a documented official medical withdrawal
- Student enters into active duty in the US military
- Student leaves on an approved external study from the University (e.g., study abroad, clinical rotation, academic internship)
- 1) Reasons for Release from Financial Liability requiring minimal documentation: In certain instances, release of financial liability is automatic, expected, and can be validated through the

university. Below is a list of automatic releases that only require documentation when Campus Residences cannot validate through the information received from University partners.

- a) Graduating at the end of Fall semester: Residents must check out by the end of Fall semester published move-out deadlines. Documentation may be requested when validation is needed.
- b) **SBU External Study:** Students participating in an SBU Study Abroad Program, clinical rotation, student teaching, or other SBU accredited external study with the primary location outside of Suffolk County and no regular attendance on West or Southampton Campus can be released from their housing agreement. Documentation may be requested when validation is needed.
- c) Medical Withdrawal through University process during a semester: Resident must move out within 48 hours of withdrawing. University partners notify Campus Residences of withdrawals.
- d) **Non-Medical related Withdrawal during a semester:** Resident must move out within 48 hours of withdrawing.
- e) Fall Resident no longer attending or registering for Spring Semester: Resident must move out by the end of the published Fall Housing Term to not incur any Spring charges. Campus Residences will check students' registration after Spring Late Registration deadline to determine release from agreement.
- f) International Academic Program or National Student Exchange Student finishing program at the end of the fall semester. Residents must check out by the end of published Fall semester move-out deadlines. Documentation may be requested when validation is needed.
- g) Intensive English Center (IEC) participant completes their IEC program and transitions to a matriculated program (first year or transfer) at the end of the Fall semester: Residents must check out by the end of published Fall semester move-out deadlines.
- h) Undergraduate student completes their degree and transitions to a new Graduate Program at the end of the Fall semester: Residents can continue for the spring semester in their undergraduate agreement or request to be moved to a graduate agreement. If they choose to end their agreement due to the transition, residents must check out by the end of published Fall semester move-out deadlines.
- 2) Reasons for Release from Financial Liability requiring detailed documentation: The reasons listed below will release a resident from their housing agreement during the agreement period when there is significant supporting documentation to the request being stated and approved through appropriate procedures.
 - a) Doctoral student who successfully completes their degree at a time that does not align with the traditional end of their housing agreement: Documentation from the student's Academic Department verifying completion of their degree will be required. Financial Liability for campus housing will end upon fully vacating their assigned space

- and returning the key to their room at their Area Office. Residents must vacate within the end of month that degree was completed.
- b) **Military Leave:** Documentation verifying the initiation of active military service will be required. Financial Liability for campus housing will end upon fully vacating their assigned space and returning the key to their room at their Area Office.
- c) Student with an active medical/psychological condition that requires a student to live off campus: A referral from the Student Accessibility Support Center (SASC) in support of release from the student's housing agreement will be required. If approved for release from the housing agreement, the resident vacating their space will continue to be charged housing fees until they fully vacate their assigned space and their room key is returned to their Area Office.
- d) Student with unexpected financial hardship that arose after initial check-in to the agreement period: Verifiable documentation demonstrating and supporting the recent change in financial situation causing the hardship will be required to be submitted for review by a committee. If approved for release from the housing agreement, the resident vacating their space will continue to be charged housing fees until they fully vacate their assigned space and their room key is returned to their Area Office.
- e) Student with a new responsibility as a primary caretaker for a family member/guardian with an active medical situation requiring them to live with that family member/guardian that arose after initial check-in to the agreement period:

 Verifiable documentation demonstrating and supporting recent change in medical situation of or responsibility as primary caretaker for family member/guardian with an active medical situation will be required to be submitted in the housing portal for review by a committee. If approved for release from the housing agreement, the resident vacating their space will continue to be charged housing fees until they fully vacate their assigned space and their room key is returned to their Area Office.
- f) A new imminent safety concern related to interpersonal altercations that cannot be met by a room change to a new on campus location: Verifiable documentation such as a police report or University conduct report that demonstrates and supports the new imminent safety concern will be required to be submitted to the housing portal. If approved for release from the housing agreement, the resident vacating their space will continue to be charged housing fees until they fully vacate their assigned space and their room key is returned to their Area Office.

3) Not Eligible for Release from agreement:

a) All reasons not covered above are not eligible for release from their agreement. Students will continue to be financially liable for their housing agreement charges until the end of the agreement period. Graduate and Family Agreement charges will continue to be applied monthly until the end of the agreement period. Undergraduate Agreement charges for Spring will be applied in December or mid-February based on the student's date of

- check-out in fall semester and when spring charges are initially applied to the student's account.
- b) **Student Conduct Removal or Suspension from Housing:** Consistent with SUNY policy; residents who are removed from housing as a result of a student conduct hearing/meeting finding of responsibility and applied sanction of dismissal or suspension shall leave the respondent ineligible for a refund of room fees, and the student will be responsible for all amounts owed.
- 4) Forfeiting priority to return to campus housing: Any resident who terminates their housing agreement loses eligibility for future housing on campus unless the reason for the termination is an SBU sponsored External Study, call to active duty in the United States Military, or University approved medical withdrawal; students who terminate their housing agreement for these reasons are only eligible to return to housing on a space available basis and it must be their first semester of enrollment following their approved medical/military leave or external study. Choosing to move off campus at the end of the Fall semester would require the student to join a waiting list if they were interested in housing for a future semester/year. If a student is released from their agreement during the spring semester and they have already completed an application and/or selected a space for the next agreement term, their application and reservation will be canceled.
- 5) Should a resident be released from financial liability and terminate their housing during the agreement period and subsequently request to return to housing during the same agreement period a charge for the gap period may be assessed. Exceptions will be made if the break in occupancy was for an official medical leave, call to active duty in the US military or a University sponsored externship.
- 6) "No Show" Policy: Students who complete the Housing Application and Assignment Process and fail to cancel prior to the start of their agreement period and do not check in by the check in deadlines will be charged the \$400 termination fee.

C. Utilities

All utilities are included in the stated room fees except for the cost of telephone unit and service beyond the campus.

D. Payment of Housing Charges/Billing

1. Payment of all housing fees is required by the due date on the resident's University account. Failure by a resident to maintain their account in good standing will result in having late fees assessed by the University Bursar, and could result in termination of the resident's housing agreement upon 48 hours written notice.

- 2. In accordance with the University's billing schedule, graduate and family housing monthly room charges are payable on the first of the month. Late fees will be applied to any account when the rent payment is not received by the 15th of the month.
- 3. Students who meet an approved reason to be released from their agreement and move out after the last day of classes for a semester, do not receive any pro-ration for remaining days of that semester's housing agreement.

E. Rate Changes

Rate changes resulting from a change in occupancy status will become effective as of the first day the space is made available to the student. A resident will not be allowed to upgrade their room/suite (e.g. transfer from a lower to a higher monthly room charge) or renew their housing agreement unless all prior rental charges and outstanding student account bills have been paid.

F. Meal Plans

All first year and transfer residents must participate in a resident meal plan for their first two semesters in on-campus housing, regardless of room/building assignment. Beyond the first year of enrollment, any student assigned to a designated meal plan residence hall must register for one of the Residential Meal Plans offered by the University, regardless of class standing. Students beyond their first year of enrollment who reside in designated cooking buildings have the option of whether to purchase a meal plan, subject to all published terms and conditions for meal plan agreements.

G. Damage Fees & Individual/Multiple Liabilities

- 1. Each person assigned residency in a residence apartment/residence hall will be held responsible for any damage beyond normal wear and tear to their assigned room or quarters, the furniture, fixtures (including window treatments), equipment, structural components contained therein, and for any damage caused by them or their guest to any other part of the apartment/residence hall/suite premises. Fees will be assessed for damage to the apartment/room/suite.
- 2. In the event that two or more persons occupy the same apartment/room/suite and it cannot be ascertained which student is responsible for the damage, the charge will be assessed against residents equally. It is the student's responsibility to keep the facilities and furnishings of the University in good condition for use by future students.
- 3. Room Condition will be inspected upon check-out. Damage charges will be determined by the Area Coordinator or Residence Hall Director upon a final inspection and in comparison, with staff's initial inspection and any reported items from a resident's initial check-in.

4. Students are strongly advised to have all of their personal property protected against theft and other loss by appropriate individual or family insurance coverage, as the State of New York and Stony Brook University provide no such insurance coverage and will not be responsible for any such theft, damage, or other loss.

H. Cancellation prior to First Day of Residency Period

All requests for cancellation of on-campus housing must be made following published procedures for cancellation in the housing portal. Students who do not have access to their Stony Brook Single Sign On can cancel via an email to reside@stonybrook.edu. Students who cancel housing are not guaranteed housing on campus again in the future. The cancellation date will be that on which the space can be reassigned. Advanced payment room deposits will be refunded as appropriate under the cancellation schedule:

For Fall Term Cancellations:

Information for students who pay the \$200 housing deposit:

Housing deposits are paid by newly admitted students, both undergraduate and graduate, who are looking to live on campus. Newly admitted students who are looking to cancel their housing request will be subject to the dates and terms outlined below:

- Requests received by July 31 are eligible for \$100 of their deposit to be credited to their student account.
- Requests received after July 31 and before the start of the housing agreement (the Saturday before semester classes start) will forfeit their full housing deposit and are not subject to any termination fee. **Southampton campus residents who cancel their housing after July 31 will be charged a \$400 termination fee as cancellations impact the reassignment of other students based on lower occupancy levels at Southampton Campus.**

Information for students who do not pay the \$200 housing deposit:

Returning undergraduate and graduate students are not required to pay a housing deposit as part of returning resident room selection. Some newly admitted undergraduate and graduate students are not required to pay the housing deposit as well. For these students, the housing deposit is waived as part of the admissions process. These new students will receive an email to fill out their On-Campus Housing Intent form. In addition, any students who apply to the waitlist and are offered a space on-campus are not required to pay a housing deposit. All of these populations of students who intend to live on-campus or accept their housing offer (in the case of waitlists) will be subject to the dates and terms outlined below if they are looking to cancel their housing request:

- Housing cancellation requests received by July 31 will be charged a \$100 termination fee to their student account.
- Housing cancellation requests received after July 31 and before the start of the housing
 agreement (the Saturday before semester classes start) will be charged a \$200 termination fee
 to their student account. **Southampton campus residents who cancel their housing after
 July 31 will be charged a \$400 termination fee as cancellations impact the reassignment of
 other students based on lower occupancy levels at Southampton Campus.**
- Returning Graduates and Families with agreements starting in June, must cancel by May 31st and are subject to a \$100 termination fee.

For Spring Term Cancellations:

Note: Residents who lived on-campus for the fall semester are not eligible to cancel their academic year agreement for spring.

Information for students who pay the \$200 housing deposit:

Housing deposits are paid by newly admitted students, both undergraduate and graduate, who are looking to live on campus. Newly admitted students who are looking to cancel their housing request will be subject to the dates and terms outlined below:

- Requests received by January 15 are eligible for \$100 of their deposit to be credited to their student account.
- Requests received after January 15 and before the start of the housing agreement (the Saturday before semester classes start) will forfeit their full housing deposit and are not subject to any termination fee.

Information for students who do not pay the \$200 housing deposit:

Some newly admitted undergraduate and graduate students are not required to pay the housing deposit. For these students, the housing deposit is waived as part of the admissions process. These new students will receive an email to fill out their On-Campus Housing Intent form. Newly admitted students that intend to live on-campus and are looking to cancel their housing request will be subject to the dates and terms outlined below:

- Housing cancellation requests received by January 15 will be charged a \$100 termination fee to their student account.
- Housing cancellation requests received after January 15 and before the start of the housing agreement (the Saturday before semester classes start) will be charged a \$200 termination fee to their student account.

Cancellation requests received after the start of an agreement period and prior to moving into housing:

The Saturday before the first day of classes is the last day for a student to cancel their agreement and only forfeit their deposit or be charged a termination fee equivalent to the deposit fee for those that

did not pay a deposit. Students who fail to cancel prior to the start of their agreement period and do not check in by check-in deadlines will be charged the \$400 termination fee. Students that have not arrived and are not canceled by this deadline will be processed as a cancellation. The check-in deadline is 5 pm on the first day of classes. Late check-in can be requested until the end of the second week of classes when late registration ends. If someone requests a late check-in and does not check in by late registration, they will be canceled and a \$400 termination fee applied.

IV. Standards of Living

A. Cooking

Cooking may occur only in apartment/suite kitchens or University provided public kitchens. Food that is cooking should not be left unattended and should be checked regularly. Any knives used for cooking purposes must be kept clean and stored away. No knives should be visible in any bedroom or common room/area. Kitchens must be kept clean and free from dirt, grease, garbage, and trash. Range hoods, cooking tables, and adjacent surfaces must be kept free of grease. Residents must dispose of grease properly and not in bathroom, hall, or public sinks. Hot grease must not be discarded in waste receptacles. Failure to comply with cleanliness standards will result in conduct referral and/or assessment of cleaning fees. Outdoor grilling or cooking is prohibited on any residential property unless as part of a sanctioned event.

B. Quiet Hours Policy

1. General Quiet Hours

Quiet hours are between the hours of 11:00 pm and 8:00 am, Sunday evening through Friday morning, and between the hours of 2:00 am and 10:00 am, Friday evening through Sunday morning. During quiet hours, residents are prohibited from producing noise that can be heard beyond one's bedroom or suite. Campus Residences reserves the right to extend quiet hours during exam periods.

2. Extension of Quiet Hours

During finals week, the 24-Hour Quiet hours policy will be extended to all on-campus housing to begin at 4:00 pm on the last day of classes, and continue until 8:00 pm on the day of commencement. Violation of quiet hours during this period may result in the student being asked to leave on-campus housing immediately, even if they are not done with final exams.

3. Courtesy Hours

Courtesy hours are in effect 24 hours a day. Residents must make reasonable efforts to avoid disturbing other residents and comply with reasonable requests to cease any disruptive activity.

4. Communities Extending Quiet Hours

If the residents of a building or specific Resident Assistant's community expresses an interest to their Community Council or Resident Assistant in extending quiet hours, the professional staff in that residence hall or apartment building will work with the Community Council or Resident Assistant to establish the adjustments and expectations of the building or specific Resident Assistant's community. Residents in the community must have the opportunity to vote and have a majority approval to adapt an extension of the quiet hours policies. Approved extension of quiet hours policies expire at the end of the semester they were approved. During extended quiet

hours in such communities, it is understood that everyday noises (e.g. doors opening, conversations in the hall and behind doors) may exist and are not considered unreasonable. It is expected that residents are their guests are courteous of others at all times.

C. Alcohol/Drugs

- Residents and their guests are expected to comply with the policies and procedures regarding the sale, service, and consumption of alcohol. Please consult the <u>Code of Student Responsibility</u> for more information on the Campus Alcohol Policy. Alcohol found in residence halls and apartments in violation of policies found in the <u>Code of Student Responsibility</u> will be disposed of by Campus Residences staff, regardless of the owner's age.
- 2. The use of illegal drugs is prohibited. All students living in the residence halls and/or University Apartments and their guests must comply with State and Federal regulations, and <u>Code of Student Responsibility</u> requirements related to the use, possession, and sale of illegal drugs or drug paraphernalia. Please consult the <u>Code of Student Responsibility</u> for more information on the University illegal drug policy.

D. Pets/Animals

- 1. No resident shall have or harbor pets or other wild or domestic animals in the apartments/residence halls other than fish. Pet paraphernalia, equipment, supplies, and food are also prohibited. No more than one aquarium (fish tank of 10 gallons or less) per room will be permitted. No flesh-eating fish such as piranha are allowed.
- 2. Residents who have an approved Emotional Support Animal must follow all guidelines in their Emotional Support Animal Agreement. An example of an agreement can be found on our policies website. Failure to follow the Emotional Support Animal agreement policies may result in removal of the animal.
- 3. Emotional Support Animals are permitted in the space once a student has completed all steps related to the process and after 48 hours from receiving the approval notification email from Campus Residences that notifies all residents of the room, suite, or apartment of the approved animal. Emotional Support Animals must be renewed each academic year. If a roommate or suitemate has a documented fear or allergy, Campus Residences may reassign either the student with the Emotional Support Animal or the student with the documented fear or allergy pending space availability, who is already moved into the room, and other factors related to assignments.

E. Pest Control

The University utilizes an Integrated Pest Management (IPM) System approach to pest control. Residents of apartments/residence halls experiencing infestation problems should request treatment through their Area Office or <u>FIX-IT system</u>. It is unlawful for anyone to apply pesticides to any University property. Applications are only permitted by Environmental Health and Safety licensed

personnel and approved contract exterminators. All resident students must comply with the requirements of the University pest control program. Residents may not refuse, and are required to properly prepare for the pest control officer. Residents must not remove or tamper with any pest control device placed by the University. IPM also requires residents to place food in containers for storage, keep apartments/rooms/suites clean, vacuum, and properly dispose of trash and garbage daily. For additional information, please click here.

F. Roof Access

The University strictly prohibits students from gaining access to the roofs of apartments/residence halls.

G. Wireless Networks

- 1. All apartments/residence halls contain wireless routers provided by the University. Users of the University network are prohibited from installing or connecting devices that could potentially degrade or deny services. This includes, but is not limited to: routers (wireless and wired), proxy servers, gateways, compromised/infected personal devices, and Dynamic Host Configuration Protocol (DHCP) appliances. In addition, connecting any device to an unauthorized wireless network will result in an immediate conduct referral. Stony Brook reserves the right to protect the integrity of the campus network and will disable any connection that violates this policy.
- 2. Students should not tamper with, damage, or remove the wireless routers from their locations. If a student's apartment/room/suite contains a wireless router, students will be responsible for the cost of repair or replacement of the router resulting from accidental or intentional damage.

H. Filming/Recording and Surveillance

- 1. The uses of undisclosed/hidden or other audio/video recording devices is prohibited in double or triple occupancy rooms and common areas of apartments or suites. This includes, but is not limited to, making, attempting to make, transmitting, or attempting to transmit audio or video of any person(s) in bathrooms, showers, bedrooms, or other premises where there is an explicit expectation of privacy.
- 2. The use of audio/video recording devices are permitted in single occupancy rooms and single family apartments with the following restrictions:
 - No physical alterations may be made to room or apartment to accommodate such devices
 - Any device connected to the University's network must conform to the standards and regulations as outlined in section IV.G of the *Terms of Occupancy* and use of such must be used in accordance with P109: Use of Information Technology of the *University Policy*

31 Manual. Any violation of this policy or misuse of any recordings may also result in a referral to the Office of University Community Standards, Residential Community Standards, or other authorities Back to top

V. Appliances, Decorations, Furnishing, and Lighting

Campus Residences reserves the right to require the removal of items deemed to be dangerous or a nuisance, even if such items are not explicitly prohibited or otherwise conform to the standards set in the *Terms of Occupancy*. All approved appliances must be U.L. (Underwriters Laboratories) or ETL (Electrical Testing Laboratories) listed and free from frays or defects in wiring and have an automatic shutoff feature. Items must be able to demonstrate they conform to the requirements in the Terms of Occupancy. If an item cannot show that it meets the requirements, then it will be treated as a prohibited item. No alterations to the facilities will be made to accommodate appliances, including wall mounted televisions.

A. Accessibility/Disability Accommodations

Residents may request exceptions for prohibited appliances and furnishings for short term or long term accessibility/disability needs through the <u>Student Accessibility Support Center</u>. Explicit approval for such items must be granted before bringing them to campus.

B. Prohibited Appliances

The following appliances are prohibited from possession and/or use in apartments/bedrooms/suites and are subject to removal by staff. Any appliance that can be used as, or emulates a prohibited appliance, is also prohibited. Please refer to V.C. for a list of authorized appliances.

- 1. Washing machines not provided by the University.
- 2. Bidets.
- 3. Non resettable surge protected multiplugs, extension cords, or charging stations.
- 4. Evaporative air coolers & "Swamp Coolers"
- 5. Irons without automatic shut-off.
- 6. Air conditioners not supplied by the University.
- 7. Space heaters not supplied by the University.
- 8. Any motorized (or motor propelled) devices including, but not limited to: E-bikes/scooters, hoverboards, micromobility devices, motorized skateboards, and segways. This policy does not apply to wheelchairs and other ADA-related mobility aids.

- 9. Any heat-generating appliances including, but not limited to: hot plates, non-University issued/provided microwaves, grill cookers, non-single brew coffee makers (i.e., "hot-plate style"), and toaster ovens.
- 10. Pressure cookers.

C. Authorized Appliances

- 1. Community Kitchens: Residents who reside in halls with a community kitchen may only use pots, pans, and blenders/food processors for food preparation. Pots, pans, and blender/food processors must be stored in rooms/suites when not in use and kept clean.
- 2. Designated cooking buildings (Hand & Gershwin): Residents may use pots, pans, rice cookers, and crock pots in designated kitchens. Storage of all appliances must be cooled down, stored in rooms/suites, and kept clean. In suite style cooking buildings, all appliances must be stored in the kitchen area.
- 3. Apartments & Southampton: Residents in University Apartments and Southampton with a kitchen may use regular slotted toasters, air fryers, pots, pans, rice cookers, food dehydrators, multi-cookers with advanced safety features (e.g., Instant Pot), bread machines and crock pots. All appliances must be stored in the kitchen area.
- 4. Surge Protectors. All surge protectors must be UL or ETL listed and have a reset mechanism, usually an "Off/Reset" switch.
- 5. Small countertop/portable icemakers
- 6. MicroFridge units meeting the same specifications as ones offered through Stony Brook's FSA
- 7. Single cup coffee brewers (e.g. Keurig) with automatic shut-off and electric kettles with automatic shut-off are permitted for use in bedrooms and common areas.
- 8. Humidifiers: Residents may use a single/small room humidifier with an automatic shut-off. Residents requesting to use a larger humidifier need to consult Residential Safety and Support before they purchase and bring them to their apartment/room/suite.
- 9. Dehumidifiers: Residents may use a single/small room dehumidifier with an automatic shut-off. Dehumidifiers must have an internal collection bin. Dehumidifiers cannot be ported through windows, into sinks, or other drains. Residents requesting to use a larger dehumidifier need to consult Residential Safety and Support before they purchase and bring them to their apartment/room/suite.

10. Electric blankets

- 11. 3D printers: Residents may use 3D printers that are ETL or U.L. listed and be rated for "home/office use".
- 12. Refrigerators or freezers not supplied by the University must conform to the following standards:
 - a) One refrigerator or freezer per person will be permitted.
 - b) Units must be no larger than 5 cubic feet.
 - c) All refrigerators and freezers must be plugged directly into wall outlets. The use of extension cords and/or surge protectors for plugging in refrigerators is prohibited.
 - d) Refrigerators or freezers may not be placed on top of furniture or stacked on top of another refrigerator.
 - e) Refrigerators and freezers will be inspected for external cleanliness and deterioration during check-in and throughout the semester.

D. Decorations

- 1. All decorations must be used in a manner which does not damage the facilities. No alterations to the facilities will be made to accommodate decorations. Residents may be billed for any damage caused by set up or removal of decorations. Residents may not affix anything to the ceilings in their room (e.g., curtains, tapestries) nor may items be hung in front of the room door or used as room dividers. No items may be hung to replace or be used as curtains/window treatments.
- 2. Wall decorations (e.g., posters, tapestries, peel-n-stick wallpaper, photos, paintings) in a room may not exceed a total area of 72in by 96in (roughly the size of four 18in by 24in posters) and no one wall may have more than 36in by 48in covered. Apartment and suite common rooms (kitchens, living rooms, and hallways) are "one room" (i.e., one total space) regarding the restrictions above. Decorations in apartment and suite bathrooms may not exceed a total area of 18in by 24in. Vinyl wall stickers do not count for the purposes of this limit but are subject to the restrictions stated in V.D.1.
- 3. Doors are limited to 1 door tag per resident and 1 white board. Evacuation signs on the back doors must remain uncovered and visible.
- 4. Artificial Christmas and holiday trees are permitted between the 4th Thursday of November and February 2nd. All such trees must not be more than 6 feet tall.
- 5. Decorations may not be attached to electrical fixtures, heat or smoke detectors, exit signs or sprinklers.

6. Decorations and postings in public hallways (i.e., hallways not in apartments or suites) are limited to designated bulletin boards and display cases.

E. Furnishing

- 1. Upholstered furniture must meet California Technical Bulletin 117 (CAL 117) standards. The furniture must have a tag affixed to the item clearly showing it meets CAL 117 standards and must be approved by Campus Residences staff.
- 2. Non-upholstered furniture must be metal or plastic. This includes bookcases and TV stands.
- 3. All non-university provided furniture must be appropriately sized for the space. No personal furniture can impede movement or egress. Furniture that compromises safety is subject to removal even if it meets all other standards. University provided furniture may not be removed from a space to accommodate personal furniture.
- 4. Small drawers, racks, storage containers, bins and shelves may be made of metal, plastic, or wood. Small fabric storage bins are permitted. All items must conform to the standards outlined in V.E.2.
- 5. Furniture with electrical outlets or USB ports not provided by the University is prohibited.
- 6. No furniture may be stacked on top of another piece of furniture unless it is university provided furniture that is designed to stack. Such furniture must be stacked in a safe manner.
- 7. All furniture and storage must leave at least a 2 feet clearance to sprinkler heads.
- 8. Beds, desks, and dressers are not permitted in common areas of suites or apartments.
- 9. University-owned furniture that is placed in public areas (including, but not limited to: lounges, recreation rooms, and classrooms) cannot be removed from assigned spaces and are prohibited in any resident apartments, rooms, or suites.
- 10. Mattresses not issued by the University, including air mattresses or other temporary bedding, are prohibited.
- 11. Mattress pads must be cotton, polyester, or a blend of each.
- 12. Non-University bed frames, lofts, or lofted beds are prohibited.
- 13. Canopies, netting or privacy screens/enclosures may not be added to beds.

- 14. The use of bed raisers is prohibited. Residents should request bed raising or lowering through the University FIXIT system.
- 15. Baby or juvenile furniture may be of any material but must conform to the standards outlined in V.E.3. All baby and juvenile furniture must be inspected and approved by University staff.

F. Lighting

- 1. All lighting not provided by the University must use CFL or LED bulbs.
- 2. Heat producing lights (e.g., grow lamps, heat lamps, Salt lamps) are prohibited.
- 3. Lighting with AC outlets or use of socket AC adaptors is prohibited.
- 4. Lighting with USB ports is permitted.
- 5. "Cut to Fit" lights are prohibited.
- 6. Roll, String, or tube and other decorative lights may be placed on walls that do not have windows or egress doors (i.e., Bathroom doors, room doors, apartment/suite doors) or transition thresholds (e.g., between the kitchen and living room in apartments). Lights must be hung flush against the wall and cannot inhibit movement. No lights may be hung from ceilings or from one wall to another. Only one light unit per wall is permitted.
- 7. "Stick on" LED lights are permitted but must conform to the standards outlined in V.D.1. Please note that most rolled stick on lights are "cut to fit/length" and are prohibited.

VI. Safety and Security

A. Health and Safety Inspections

- 1. To ensure a clean and healthy living environment for current and future residents, health and safety inspections are conducted several times throughout each semester and during the summer. All residents are given ample notice at the beginning of the month that members of the Campus Residences staff will enter apartments/rooms/suites regardless of whether residents are present. Residents are encouraged to use this time to coordinate efforts within their bedroom space, bathrooms, and in the common living areas to correct any conditions that do not meet cleanliness or safety standards as outlined in this document.
- 2. Campus Residences staff will temporarily remove and store any prohibited items found during inspections. Items include, but are not limited to: extension cords, unauthorized appliances, and unauthorized furniture. Items will be labeled and stored by staff members. Residents will have the

opportunity to take prohibited items home at the end of the respective semester. Unclaimed items will be disposed/donated at the end of each semester. The University is not responsible for compensation for any discarded items.

- 3. Items such as cigarettes, nicotine and tobacco products, marijuana and cannabis products and paraphernalia are subject to confiscation and immediate disposal. Volatile chemicals, flammable liquids and fuels, matches and lighters will be turned over to university emergency services for disposal.
- 4. Prohibited items or items deemed unsafe will be subject to the process outlined above regardless of their ornamental or sentimental value or functioning status.

B. Safe Conditions

No person shall create safety or health hazards in any apartment/residence hall. Examples of prohibited behavior or items include, but are not limited to:

- 1. Propping open outside doors, unlocking lounge windows.
- 2. Using windows, balconies, or unauthorized doors to enter or exit buildings.
- 3. Excessive accumulation of garbage or filth in rooms, common areas, bathrooms, or balconies
 - a) Trash outside of receptacles (overflowing or on floor).
 - b) Visible mold/bacteria (including, but not limited to: toilet, sink, shower, microwave, and refrigerator/freezer).
 - c) Spoiled food or drink (including, but not limited to: exposed food/drink, microwave, and refrigerator/freezer).
 - d) Dirty or damaged floors/walls (heavy grease, stains, dirt, food/drink, streaking, scratches).
 - e) Heavy grease/stains on burners, sink/mirrors, stovetops (under, too), oven, microwave.
 - f) Visible heavy dirt/debris on floors, mirrors, surfaces, appliances, common areas, bathrooms, showers, or balconies.
- 4. Blocking fire equipment or exits from a living space (includes doors and windows).
- 5. Possessing weights (above 20 pounds per weight) or weight benches in student apartments/bedrooms/suite.

- 6. Possessing, storing, and/or using mopeds or motorcycles inside the apartments or residence hall or within 25 feet of the exterior of any residential building.
- 7. Playing sports or using equipment that is considered, or should be considered, sporting equipment inside of the apartments/residence halls.
- 8. Engaging in any activity that will injure, deface, or damage any part of the apartments/residence halls facilities, issued appliances, and furniture. This includes posting of signs or advertising notices in non-approved areas. Please refer to Section VI.E for advertising procedures.
- 9. Making alterations to the living space, supplied appliances, electrical lines, and water lines/pipes.
- 10. Installation of personal locks on windows or doors.
- 11. Duplication of University-issued keys.

C. Balcony use

Balconies in residential areas are subject to the following regulations:

- 1. Must be kept free from visible dirt/debris.
- 2. Items and decorations may not be hung from or placed on the balcony.
- 3. Pushing or throwing objects off of balconies is prohibited.
- 4. Using balcony for storage, barbecuing, placement of University furniture, garbage or recyclable items, etc... is prohibited.
- 5. Balcony capacity should not exceed three people.
- 6. Balconies cannot be used to enter or exit a building.

D. Cleanliness

- 1. University housing spaces must be kept clean and free from dirt, grease, garbage, and trash. Proper care, cleaning, and use of community areas and facilities (e.g. stairs, stairwells, laundry rooms, grounds, etc.) are a resident's responsibility. Residents shall not sweep trash from inside to outside of the apartment/room/suite (shake rugs, dust mops) or throw dirt, trash, garbage, or waste from windows or balconies. Stairwells, landings, walkways, and patios must be kept clean and free of clutter from toys, bicycles, boxes, etc.
 - a) All residents are responsible for meeting the standard of cleanliness. The provided University cleaning service of common areas and kitchens exists to ensure basic acceptable hygiene.

- 2. The following must be kept clean and will be inspected by apartment/residence hall staff: living room, dining room, kitchen area, bathroom(s), bedroom(s), and garbage/recycling receptacle(s).
- 3. Bathrooms in common areas of residence halls are cleaned daily. Bathrooms in suite and apartment style buildings are cleaned once weekly. Residents of all communities are expected to maintain a standard of cleanliness in between cleanings by Residential Operations staff.

E. Fire Safety

- 1. No person shall refuse to observe any safety regulations or procedures. Fire Safety, University Police, and/or Campus Residences staff may enter rooms during fire alarms to ensure compliance with evacuation procedures. The University reserves the right to require that prohibited items are removed immediately from the apartments/residence halls.
- 2. Examples of other prohibited behavior or items include, but are not limited to:
 - a) Tampering with, or otherwise misusing, fire-fighting equipment including, but not limited to: fire extinguishers, fire hoses, fire alarms, fire doors, pull stations, heat and smoke detectors, and exit signs.
 - b) Decorations or items attached to or hung from electrical fixtures, heat or smoke detectors, sprinkler heads/pipes, or exit signs.
 - c) Having items or furniture that does not leave at least an 18-inch clearance from any sprinkler head. This includes closets and other storage areas equipped with sprinklers.
 - d) Possessing/using/starting: fires, grills, candles, incense, or other combustible or flammable items. Possessing/using: gas, kerosene, alcohol, or other flame-producing appliances. Residents may not use or possess charcoal, bottled gas, or any torch or flaming device including, but not limited to: gasoline-fueled stoves, in the apartments/rooms/suites or on the balcony. Kerosene heaters are strictly prohibited.
 - e) Remaining in the apartment/residence halls during fire alarms.
 - f) Overloading outlets or using/possessing extension cords, and use/possession of non-surge protected, non-resettable, multi-plug splitters.
 - g) Connecting surge protectors to other surge protectors. Surge protectors must be plugged directly into a wall outlet.
 - h) Negligent activation of the fire alarm from the use of any heat-producing device including, but not limited to: curling irons, hair straighteners, and flat irons. Placing heat-producing devices on top of electrical wiring or any flammable surface is prohibited.

- i) The use of multiple plugs for cooking.
- j) Blocking or restricting access to hallway, window, and apartment/room/suite exits. This regulation includes but is not limited to: the presence of refrigerators or other furniture in such locations.
- k) Failure to remove grease/oil from range hoods, cooking tables, or adjacent surfaces.
- 1) Improper disposal of grease.
- m) Any unattended cooking.
- n) Excessive occupancy (each resident of a room/suite may host no more than two guests; total occupancy may never exceed twice the number of residents assigned to that space).
- o) Plug-in air fresheners.

F. Security

- 1. It is the responsibility of each resident to assist the University in providing protection for persons and property. Residents are required to carry their room key(s) and University ID card with them at all times, to lock bedroom and apartment/suite doors whenever exiting, and to report lost or missing keys or access cards immediately.
- 2. In order to provide additional building security, Campus Residences enforces the following policies:
 - a) No person shall use or possess any key to an apartment/residence hall or to any lock within an apartment/residence hall that they are not specifically authorized to use or possess.
 - b) No person shall enter any apartment/residence hall area that is not intended for the use of residents or their guests (e.g. unoccupied residential rooms/spaces, attics, storage areas, roofs, equipment rooms) without the permission of the Assistant Vice President for Campus Residences, or their designee. Nor shall any person assist the unauthorized entry of any person into any restricted area.
 - c) No person shall attempt to deny other residents the use of furnishings or facilities intended to be available in or assigned for the use and benefit of those residents.
- 3. The Residential Safety Program (RSP) provides staff that patrols the interior and exterior of all residential buildings. In addition, individuals that would like to avoid walking alone throughout campus may request a WALK by calling RSP directly at 631-632-WALK (9255) from personal phones or 2-9255 from on-campus phones.

G. Lockouts and Lost Keys

- 1. It is an expectation that all residents will carry their keys with them whenever they leave their apartment/bedroom/suite. Failure to do so that results in staff response/assistance in excess of three (3) times per academic year may result in a referral. Residents may not duplicate, or loan keys issued to them.
- 2. All residents are required to attempt to regain access into their apartment/room/suite in the following order:
 - a) Knock on the entrance door of your apartment/room/suite, so that a fellow resident can give you access
 - b) Please refer to the following chart. Please note that if there is another more critical or serious emergency, staff members are obligated to respond to that emergency first:

If locked out during	Call
8:30AM-4:59PM Monday-Friday	Your Area Office
5:00PM-6:59PM Monday-Friday	Residential Safety Program (RSP) 631-632-6337
7:00PM-8:29AM Monday-Friday	Your building's RA Office (RA on duty)
All day Saturday and Sunday & Holidays	Your building's RA Office (RA on duty)
If you cannot reach the RA on duty	Residential Safety Program (RSP) 631-632-6337

3. Lost, misplaced, or stolen keys must be reported to the Area Office immediately. Campus Residences will change the lock or core and new keys will be issued if a resident does not return a temporary loan key and show their original key to the Area Office, or to a professional staff members within 48 hours of receiving the temporary key. The responsible resident will be billed for this expense according to the schedule in Appendix C, and new keys will be issued to all appropriate residents at no charge to those individuals. All existing keys and cores remain the property of the University and must be returned to the appropriate Area Office. A temporary key will be issued until the lock change has occurred. This charge will not be revised or refunded.

H. Aiding, Abetting, and/or Inciting Prohibited Conduct

1. No student shall willfully incite another to commit any acts prohibited by the <u>Code of Student</u> <u>Responsibility</u> or Campus Residences' <u>Terms of Occupancy</u>.

- 2. No student shall attempt to engage in conduct that, if completed, would result in the violation of any rule or policy applicable to the *Code of Student Responsibility* or Campus Residences' *Terms of Occupancy*.
- 3. No student shall aid, help, or otherwise assist another in violating any rule applicable to the <u>Code of Student Responsibility</u> or Campus Residences' *Terms of Occupancy*.
- 4. An alleged policy violation may require temporary reassignment pending the outcome of a student conduct hearing. Residents will be directed to relocate typically within 24-48 hours of receiving notice of the temporary reassignment; residents may be directed to complete a move sooner, depending on the nature of the reassignment. Residents only need to take essentials and any valuables during the temporary restriction. The resident's keys must be returned to their area office, and building card access will be turned off. During temporary reassignments, the resident is prohibited from entering the hall of their original assignment, limited exceptions may be made. If a resident needs to retrieve something from their original space they must contact the Area Office Manager of their original assignment to obtain escorted access. If the outcome of the student conduct hearing is permanent reassignment, the resident can contact their original assignments Area Office Manager for assistance to complete their move.

I. End of the Semester Conduct Violations for Residence Halls

Residents who violate the <u>Code of Student Responsibility</u> or Campus Residences' <u>Terms of Occupancy</u> during this time may be asked to check out and leave the residence halls. Residents will receive an End of the Semester Conduct Violation notice if there is a report of an alleged violation. Cases that were not adjudicated at the end of the Fall or Spring semesters will be heard over the Winter or Summer intersessions. During this time, hearings may be conducted in person or over the phone.

J. Abandoned Property

- 1. Any personal property left in any residential building space after a resident's housing agreement ends or a resident has otherwise vacated housing will be considered abandoned. Abandoned property will be collected and cataloged by Campus Residences staff and held for 30 days. The owner of the property will be contacted by their Stony Brook University email and phone number listed on their file to arrange retrieval of the items. If there is no response or no arrangements made to pick up the property, the property will be donated or otherwise disposed of. Items of negligible value, perishable, and open foodstuffs, unsanitary or soiled items are subject to immediate disposal. Residents who leave property behind are subject to additional fees even if they subsequently retrieve their property.
- 2. Bicycles and any other personal wheeled vehicle left in the residential area, including but not limited to apartment bicycle racks, exterior bicycle racks, and bicycle storage rooms after the conclusion of the spring semester will be considered abandoned property. Abandoned personal wheeled vehicles will have their locks cut (if any) the item stored for 30 days. If no one claims the item, it will be disposed of or donated.

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	. Currency valued at less than 20.00USD or less will be collected and stored as above. Funds are not claimed will be donated to charity. Currency valued at 20.00USD or more will be tu over to University Police.	3.	

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VII. Miscellaneous

A. Driving, Parking, and Bicycles

- 1. Residents must obey all traffic and parking regulations including, but not limited to:
 - a) Only Junior (U3) and Senior (U4) undergraduate-standing resident students and graduate resident students may register a motor vehicle on campus, which includes motorcycles.
 - b) Undergraduate residents of first-year (U1) and second-year (U2) standing may apply for a parking permit based on employment/volunteer service through MAPS.
 - c) Resident students may only park in designated areas/zones, according to their assigned zone permit.
 - d) Resident students must abide by posted speed limits throughout campus. If signage is not visibly present, resident students may drive at a maximum of 15 miles per hour.
 - e) Any vehicle without proper registration or insurance may be removed by University Police and/or the Department of Traffic Safety, and all expenses will be billed to the owner.
 - f) Resident students are not permitted to illegally park in areas including, but not limited to: handicapped parking spaces, fire lanes, on sidewalks, within inner-residential areas, between buildings, and/or on lawns.
- 2. All motor vehicle operators must comply with New York State traffic laws and University motor vehicle regulations. There is a limited amount of parking available and, therefore, there is no guarantee of a parking space for students with registered vehicles. Handicapped parking stickers may be requested through the Student Accessibility Support Center.
- 3. All bicycles must be kept on bicycle racks or in designated bicycle storage areas. Bicycles should never be chained to handicap ramps, stairwells, lamp posts, trees, or other fixtures. Residents who store bicycles in unapproved areas will not only be responsible for removal charges, but may also be held accountable for a Code of Student Responsibility violation.
 - a) Any bicycle illegally parked in an area that blocks pedestrian/vehicular entry or is considered a fire violation is subject to immediate removal without prior notice.
 - b) Any bicycle that is deemed a hindrance to University operations will be tagged for removal by Residential Safety and Support. The student will have one week to relocate the bicycle before it is removed. Upon removal, Residential Safety and Support will store the bicycle for a maximum of 30 days, at which time the bicycle will subject to disposal or donation.

- c) Residential Safety and Support will not be held responsible for any damages or cosmetic issues present on a bicycle upon return to the owner.
- 4. Resident living on campus for the summer: You must bring your bicycle with you to the community of your summer housing assignment. Bicycles left in communities closed for the summer will be removed and treated as abandoned property.
- 5. Residents not living on campus for the summer: You must bring your bicycle home with you. You may not leave your bicycle in a building's bicycle storage room, on bicycle racks in the community, or on an apartment's storage rack- even if you intend to return to the same apartment or building in the fall. Bicycles left on racks in communities closed for the summer, left in bicycle storage rooms, or on an apartment storage rack, will be removed and treated as abandoned property.

B. Use of Residential Sports Courts

The use of all residential sports courts are only for residential students. The hours of operation are posted on each individual court. Students using residential sports courts should adhere to the Quiet Hours policy throughout the duration of its usage. Residents who utilize the space outside of the appointed hours or who are in violation of the Quiet Hours policy will be escorted from the area by University staff and/or University Police. Tampering with electrical panels, nets, fencing, and other fixtures in and around the sports courts is strictly prohibited.

C. Storage Space

Due to space limitations, the University cannot provide storage for students' belongings. Students must be prepared to move their belongings immediately upon signing out of the apartments/residence halls. All personal property that is abandoned will be disposed or donated.

D. Use of Residential Fitness Facilities

By entering any of the Residential Fitness Facilities (Residential Fitness Centers and/or Residential Fitness Rooms), the user waives all claims against Stony Brook University. The user will not hold Campus Residences or Stony Brook University liable for any injuries, damages, or such losses while using these facilities. In addition, the user certifies that they are insured either under the Student Health Policy available through the University, or are covered under a personal insurance policy.

Users acknowledge that they must abide by the following standards set forth and understand that failure to meet these standards will result in the revocation of access to such spaces and conduct referral.

Use of the Residential Fitness Facilities is restricted to residential student use and during posted hours only. Users must provide their Stony Brook University issued ID card to residential fitness staff to

confirm identity. Users must return all equipment to original condition and location (rerack dumbbells, bars, medicine balls, ropes, etc.). Users must wipe down all used equipment after their visit to ensure a clean work out surface for other patrons. Users are encouraged to wipe down equipment before use as a best practice. Users must report and notify staff of any damages or concerns within the residential fitness footprint either in person or FIX-IT work order.

E. Advertising and Communication

Students may not post signage or use other forms of communication (e.g., flyers under doors) for non-residence life events and services unless prior approval is given and appropriate methods are followed. Campus Residences is committed to assisting University Departments and Student organizations in communicating information in a time appropriate manner to our more than 10,500 residents. Campus Residences has a variety of venues for communicating information to our residents including:

- Divisional Website
- Social Media Platforms (e.g., Facebook)
- SCALA Monitors
- Building and Floor level bulletin boards

To assist the campus community in effectively sharing their information with the apartment and residence halls communities, requests for posting materials should be directed to Residential_Marketing@stonybrook.edu. A copy of the material to be posted must be provided as well as a timeline for posting and removal.

F. Camping

Sleeping outdoors with or without bedding, tent, or similar device, structure, protection or equipment; Establishing or maintaining outdoors, or in or under, any structure not designated for human occupancy, at any time during the day or night, a temporary or permanent place for cooking, storing of personal belongings, or sleeping by setting up any bedding, sleeping bag, mattress, tent, or other sleeping equipment, or by setting up any cooking equipment that has not been approved by Campus Residences is prohibited. Temporary and limited use of hammocks is permitted with approval of Campus Residences staff.

G. Residential Mail Rooms

Residents will receive mail at their Area's mailroom. Please refer to the <u>Residential Mailroom's</u> website for location and hours. Campus Residences is not responsible for mail or packages not received and processed by Residential Mailroom staff. Residents should take steps to ensure that mail and packages

are directed to their area's mailroom and that all mail is properly addressed and labeled with name, campus address, building, and room number. Residents ordering groceries, prepackaged meals, and other perishable items should arrange to have such items delivered directly to them (i.e., meeting the delivery service themselves). The delivery of the following items will be refused: Alcohol or alcohol related materials, illegal drugs, hazardous or flammable materials, live animals, items over 50lbs, firearms or firearm related materials, and extremely large items requiring freight or other carrier delivery services such as auto parts or furniture. Attempted delivery of dangerous or illegal items may result in a referral to University Police. Any mail items not picked up after 1 month shall be sent back to the sender. If the mail cannot be returned to the sender, it will be treated as abandoned property.

H. Commercial Activities and Solicitation

Authorization to operate commercial enterprises on campus or in the residences halls granted under III.A.13 of the <u>Code of Student Responsibility</u> neither grants nor implies additional privileges in the residences halls (e.g., parking passes, exceptions to the <u>Terms of Occupancy</u>).

I. Residential Building HVAC

Each fall semester, Campus Operations & Maintenance staff activate building heating systems when the outside air temperature is consistently below 60°F. This switch typically takes place anytime between late October or early November depending on outside air temperature. Buildings are designed such that only the heating system or the cooling system, where equipped, may be utilized at one time. Once the campus transitions into the heating season, air conditioning systems will not be available. In rooms with window or wall mounted air conditioner units, power may be disrupted to the unit or the unit may be covered for the duration of the heating season. Each Spring semester, Campus Operations & Maintenance staff disable the heating system and reactivate any equipped cooling systems once the air temperature is consistently above 60°F.

VIII. Emergency Maintenance/Custodial

A. Custodial/Maintenance Emergencies

- 1. Outside of regular business hours (after 4:30 pm, Monday through Friday, and on weekends and holidays), Campus Residences' night or weekend maintenance staff is authorized to respond to emergency situations only when contacted by professional staff. Such emergencies are resolved at no charge to the resident, except when damage is the result of carelessness or is of a deliberate nature.
- 2. An emergency is defined as a situation that will cause or potentially cause:
 - a) Physical harm or extreme hardship to residents.
 - b) Physical damage to the building structure.
- 3. The following non-exhaustive list provides examples of emergency situations. These will be given immediate attention on a call-back basis:
 - a) Heat problem if the inside temperature is below 68 degrees F.
 - b) No electricity.
 - c) Floods of any kind (e.g., sinks, toilets, pipes in walls).
 - d) Clogged or broken toilet if another toilet is not available.
 - e) Frozen water pipes.
 - f) Clogged sewer lines.
 - g) Clogged sinks or bathtubs if another sink or bathtub is not available.
 - h) Person locked inside any room or entrapped in a building elevator
 - i) No running water.
 - j) Exposure to bodily fluids.
 - k) No hot water.

IX. Minimum Standards

In accordance with the requirements of Chapter 416 of the Laws of 1988, the State University Board of Trustees has approved minimum living conditions standards, which, along with guidelines developed by the campus, set the standard for conditions in residential facilities.

A. Standard I

The apartments and residence halls shall be constructed and maintained to conform to all applicable safety codes and health standards.

Guidelines:

- 1. All furnishings and equipment supplied by the University will meet applicable fire and safety codes and standards promulgated by the State of New York
- 2. Each resident's bedroom will have an operational smoke detector.
- 3. Residents are required to adhere to all applicable safety codes and health standards in the use of private equipment and applicable safety codes and health standards in the use of private equipment and appliances, as detailed in these *Terms of Occupancy*.
- 4. Access to residential facilities is provided for the disabled in accordance with applicable codes and standards (e.g., section 504 of the Rehabilitation Act of 1973).
- 5. Inspection and assessment of the physical facility and its components (e.g., water, electricity, and heating systems) is conducted annually by appropriate personnel in Residential Operations. The report of this inspection, including a priority list of repairs, recommended timetable for completion, and any backlog from earlier reports is distributed to appropriate campus personnel.

B. Standard II

The campus maintenance plan shall provide for a regular schedule of cleaning and repair for all community areas in apartments/residence halls.

Guidelines:

- 1. Cleaning of lounges, hallways, bathrooms, and other community areas used by all residents will occur on a regular basis.
- 2. Every reasonable effort will be made by Campus Residences to keep residential facilities sanitary and vermin free, and all appliances in good working order or removed from service. Residents will also share in this responsibility.

3. Whenever a question arises about the suitability of a particular student bedroom, Residential Operations staff will recommend to the Associate Director(s) of Residential Education about whether such rooms should be removed from service until conditions are corrected.

C. Standard III

The campus shall provide each resident with adequate living space, furniture, and appropriate and sufficient heat, light, and hot water. All furnishings will be clean, sturdy, and of acceptable appearance.

Guidelines:

- 1. Each resident will be provided with adequate apartment/room/suite and lounge furniture. As a minimum, each resident will be provided with a bed. In the case of over-assignment a resident may have to share: a desk, a dresser, and a closet or a wardrobe cabinet.
- 2. Campus Residences assesses the condition of all bedroom furniture during each academic year, and utilizes the target amount recommended by SUNY Central Administration for replacement of furnishings. It is the responsibility of all residents to report any maintenance problems to their RHD or Area Office as soon as problems are identified.

D. Standard IV

The campus shall establish procedures for routine and emergency repairs to residence apartment and residence halls facilities guidelines.

Guidelines:

- 1. All requests for repairs should be entered in the online work order system located here. In the event of a facilities related emergency, residents should alert their RHD or Area Office, if during business hours, or by calling University Police, if during nights and weekends to reach the staff member on duty. Should residents have a question about the status of a service request, they may check on that status by logging onto the work order system and searching for the status of their specific request.
- 2. To the extent possible, major rehabilitation or other capital projects will take place at times when residents are not in occupancy. Major construction projects that are disruptive to ongoing programs will not continue during scheduled exam periods. If this is impossible, arrangements will be made to house residents elsewhere.
- 3. Storage space after checking out: Due to space limitations, the University cannot provide storage for students' belongings. Students must be prepared to move their belongings immediately upon checking out of the apartments/residence halls. The disposal of found property will be done in accordance with the terms set by the New York State Personal Property Law. See Appendix A.

E. Standard V

The campus establishes procedures for redress for student residents in the event of the loss of services such as heat, light, and hot water in the apartments and residence halls for extended periods that are within the control of the campus.

Guidelines:

- 1. Planned outages that extend for a significant period of time will result in a reduction in the basic housing rate for all affected students.
- 2. Should a residential area lose basic service such as heat, hot water, or light, and that loss is expected to persist for an extended period of time, alternate space will be identified, to the extent possible, to accommodate the affected residents. Residents will have the option of accepting an alternate space as either a permanent reassignment or as a temporary living space until service is restored in their regularly assigned space.
- 3. If sufficient space in other areas to accommodate affected residents does not exist, to the extent possible, arrangements will be made to find alternative living accommodations. If this is not possible, a portion of the resident's room charges will be credited to their account.

Appendix

Appendix A - Health and Safety Cleanliness Expectations

I. Suite/Living Room Area

To allow easy access to this area, living room items (including furniture) should be organized and neat. Any food items in that area should be stored in closed containers, to discourage pests. Excess trash should be removed.

II. Dining Room Area

The dining room table should be clean and any food items in that area should be stored in closed containers, to discourage pests.

III. Kitchen Area

The floor should be clean (e.g., swept and mopped). Any food items in the area should be stored in closed containers, to discourage pests. The stove and countertop areas should be cleaned and wiped down properly (e.g., no oil or grease). The kitchen sink should be clean and empty (e.g., dishes are cleaned and are in the dish drain and/or stored). The garbage receptacle should be empty or at moderate level, not overflowing.

IV. Bathroom Area(s)

Floors should be clean (e.g., swept and mopped). The bathtub, shower, toilet, and countertop areas should be clean, free of dirt and debris.

V. Bedroom(s)

The room should be set up to allow easy ingress and egress. Clothes and other obstacles should be removed and put away.

VI. Garbage and Recycling Receptacles

Garbage and recycling receptacles should be emptied regularly. There should not be any garbage or recycles outside the receptacles and the receptacles must not be overflowing. Garbage and recyclables may not be left outside the room/suite at any time. All garbage and recyclables must be disposed of in designated garbage bins throughout the apartments/residence halls.

Appendix B - Campus Residences' Room and Repair Rates

This <u>index</u> lists the current room rates and minimum charge required to repair and/or replace Stony Brook University's apartment and residence halls facilities and furnishings within.

Revision Log

6.18.24:

II.A.1.d: Updated language for clarity and application to graduate students

III.B.4: Added "If a student is released from their agreement during the spring semester and they have already completed an application and/or selected a space for the next agreement term, their application and reservation will be canceled."

V: Added "items must be able to demonstrate they conform to the requirements in the Terms of Occupancy. If an item cannot show that it meets the requirements, then it will be treated as a prohibited item"

V.A.4: Added "Prohibited items or items deemed unsafe will be subject to the process outlined above regardless of their ornamental or sentimental value or functioning status."

V.B: Added "evaporative air coolers or "swamp coolers"

V.C.8: Added Electric blankets

V.C.10: Added "Freezers" to the wording

V.E.13: Added "Canopies, netting, or privacy screens/enclosures may not be added to beds"

V.E.4: Added, "wooden"

V.E.6: Clarified that university provided furniture that is designed to stack is permitted

VI.A.3: Added section detailing that some items are subject to disposal

VIA.4: Added section clarifies that prohibited items that ornamental or sentimental are still subject to disposal

VII.1.b: Changed "Campus Residences" to "MAPS" and added link

10.18.24:

II.B.5.a: Revised language regarding family housing

IV.C: Added "Alcohol found in residence halls and apartments in violation of policies found in the Code of Student Responsibility will be disposed of by Campus Residences staff, regardless of the owner's age."

V.B.7: Added "This does not apply to wheelchairs and other ADA-related mobility aids."

V.C: Added "Small countertop/portable Ice machines"

V.C: Surge protectors

V.B: Added "Non surge protected"

VI.J: New section: Abandoned property

VII.3: Added "designated storage areas"

VII.b: Revised wording to comply with revised abandoned property policy

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VII.A.5: Added instructions for bicycle owners

VIIA.6: Added instructions for bicycle owners