

# RESIDENTIAL LIVING AGREEMENT for the 2022-2023 Academic Year

## Hofstra University Undergraduate Students

*Notice: Please read carefully all the provisions of this Agreement before signing and submitting the Student Housing Application; you will be legally bound by these provisions. This AGREEMENT is entered into by Hofstra University ("the University"), through its Office of Residence Life, and the student signing this Agreement.*

1. The University grants to the student the right to use certain residence hall space subject to the conditions hereinafter set forth and to the student's continued attendance in good standing as a properly registered full-time student at the University. This Agreement is not a lease. The University reserves the sole and exclusive right to terminate this Agreement in accordance with applicable law.
2. The Residential Living Agreement binds the student for both the fall and spring semesters. Any student who leaves the residence halls at any time after taking occupancy of the room will be charged a \$1,500 cancellation fee. Taking occupancy of a room begins when the student takes possession of the room key. Occupancy is not based on whether a student is physically in the room. This cancellation fee may be waived with written approval for reasons that include but are not limited to graduation, study abroad, student teaching, military service, official University withdrawal, and official leave of absence. Students may incur charges for the January Session pursuant to paragraph 16 of this Agreement if they maintain occupancy of the room during that session.
3. The \$300 housing deposit is paid prior to the student's first semester living on campus and is required the first time a student completes the housing application. The \$300 housing deposit (a) is not deducted from the housing bill, and (b) will be forfeited by any student who for any reason fails to take occupancy of a room or leaves the residence hall during the first week of classes. If not otherwise forfeited, the \$300 deposit is held in an account by the University during the student's entire residency on campus. The \$300 housing deposit is refunded to the student after their on-campus residency ends, provided that at the time of checkout, there has been no damage to the room or common areas AND there are no outstanding balances on the student's account. During the semester, if there has been damage to the room or common areas, charges applied for lost or broken keys, or health and safety violations assessed, the student is responsible for paying those fees in order to maintain a \$300 housing deposit. The \$300 deposit will not be refunded due to failure to receive a preferred style of housing.
4. Where a student withdraws the housing application, the \$300 deposit will be released if the student submits a request in writing postmarked on or before May 1 for the fall semester and on or before January 1 for the spring semester. No deposit will be released after the May 1 and January 1 dates, regardless of when the student applies for housing.
5. Students who withdraw from housing are entitled to a prorated refund of housing charges through the fourth week of the semester, subject to (a) the cancellation fee described in paragraph 2 of this Agreement; (b) the forfeiture of the deposit as described in paragraph 3(b); and (c) University refund policies. No refunds will be given for housing charges after the fourth week of the semester, and no refunds will be provided because a student did not receive a preferred style of housing. Residence hall fees are nonrefundable after the student takes occupancy of the room.
6. If a student is withdrawn from the University for any reason, including lack of attendance, or the student officially withdraws, the student's Residential Living Agreement is immediately terminated, and the student must vacate the residence hall and surrender their HofstraCard.
7. All students who withdraw from housing must complete the housing withdrawal form available in the Resident Assistant Office of their building, return the room key and any suite keys, and complete the checkout procedures before any refund will be authorized. If a student fails to comply with these conditions, the student will be considered to be continuously using the residence hall space until the procedures are satisfied and will be held liable and billed on a prorated basis for use of the residence hall beyond the student's last date of attendance.
8. All room and board charges are payable by semester in accordance with the due dates established on invoices sent to the student. In all cases, the student is required to pay the charges due for that semester before being admitted to the residence halls, unless the University Office of Student Financial Services agrees to other arrangements. Unless the invoice is paid in full by the due date, the University reserves the right to void this Agreement and reassign the accommodation while retaining all prepayments. Students who apply for housing after the start of the fall or spring semester will have their room costs prorated and must pay housing charges for the semester before being admitted to the residence halls.
9. The Office of Residence Life has the sole right to determine the occupancy and configuration of any room. The Office of Residence Life has the sole right to make or change assignments in the University residence halls. No unauthorized persons are

permitted to reside in the University residence halls except in accordance with University guest policies.

10. When the student is assigned a space in the residence hall prior to the beginning of a semester or as a continuing resident for the following semester, the student must check in no later than the first day of classes, unless prior to the first day of classes the student furnishes written notice to the Office of Residence Life of good cause for the late arrival. If a student does not meet this requirement, the Office of Residence Life may cancel the residence hall assignment, and the student will forfeit the \$300 housing deposit. Students must be registered full time for the upcoming spring semester by the end of the official registration period during the fall semester in order to reside in the residence halls for the January and/or spring term.

11. When vacancies occur in any residence hall, the University reserves the option either to fill the vacancy or, if a double, triple, or quadruple room, to require the remaining occupant or occupants of the vacated room to occupy a like accommodation or accept an additional charge. Students who are assigned to temporary housing are required to move to a permanent assignment when instructed by the Office of Residence Life.

12. In the event that, in the opinion of the University, any portion of the residence halls requires investigation, repair, or temporary closing for health and safety reasons, the student(s) occupying that portion of the residence hall may be required to vacate the area. In the event that other residence hall space is available, comparable space will be offered to such student(s). If appropriate, the University in its sole discretion may adjust housing charges in such situations.

13. Residence Life, authorized University personnel, and the New York state/Nassau County fire marshal and other authorized government or fire/emergency officials may enter a student's room at any time for inspection, cleaning, inventory, maintenance, painting, and repairs, and in the event of building evacuations or emergencies. A student's room may also be entered and searched if there are reasonable grounds to believe that a crime or violation of University policies or Residence Life regulations is being committed.

14. Students are responsible for all damage or loss that is done to their living or study area or any furnishings therein. Vandalism may result in reassignment or termination of this Agreement. Each student is jointly responsible (with the other residents) for damages and may be charged a prorated share of the cost of whatever damages may occur, from any cause, to the public and semipublic areas of the residence hall. In all cases, the University assessment is conclusive. The student must also surrender the room key and any suite keys and complete the checkout procedures upon completion of the agreement period(s) to fulfill provisions of this Agreement.

15. The University and its officers, employees, and agents assume no responsibility for the loss, damage, or destruction of personal property kept or stored in the residence halls. During vacation periods, the student shall remove all valuables from the residence halls and may be required to remove all property between the fall and spring semesters. Residents are encouraged to insure their belongings.

16. The University may provide a room in one of the residence halls, and board, if available, on an optional extra-fee basis for students during periods other than the fall or spring semester. Students electing this option may be required to move to another residence hall or other University facility for this period, and all the terms and conditions of this Agreement shall apply.

17. Dining plans are required for all undergraduate resident students. Any undergraduate resident student who does not select a dining plan online will be automatically billed the minimum required dining plan for their class year (first-year or other undergraduate), as set forth in the Student Dining Plan Contract, which is available online and in *The Living Factor: Student Calendar and Guide to Residence Life Policies and Procedures* ("The Living Factor").

18. The following conditions/restrictions shall apply at all times in all areas of the residence halls, and failure to comply may constitute a breach of this Agreement and may result in judicial action being taken. **The list below is not an exhaustive list of prohibited items, actions, and behaviors and is subject to change as per Residence Life policy and Nassau County and New York state fire codes.** The following are strictly prohibited:

a) Pets, except for fish in unfiltered tanks.

b) Cooking appliances of any kind, including but not limited to broilers, hot plates, hot pots, slow cookers, rice cookers, electric teakettles, toasters, toaster ovens, popcorn poppers, microwaves, immersion coils, or coffee makers. The only permissible coffee makers are one-cup coffee makers, one per bedroom, if UL-approved, equipped with auto shutoff, and used in accordance with the manufacturer's guidelines. Refrigerator/freezer/microwave units rented from the University are allowed under established guidelines. Personal microwaves are prohibited in the residence hall rooms and suites. Residents may bring their own refrigerator for their residence hall room, but it may not exceed 5 cubic feet in size. Additionally, the number of these legal-sized refrigerators is limited to one per room or two per suite.

c) Halogen lamps, lava lamps, rock salt lamps, plug-in rock salt night-lights, multiplug lamps, lamps with outlet(s), sun lamps, or black light bulbs. Extension cords and multiplugs are permitted only if they are grounded **and** have a light indicator and an on/off switch.

- d) Electric heaters or electric blankets.
- e) Candles, incense, wax warmers or anything that burns, and open flames of any kind.
- f) Scented or unscented plug-in air fresheners (unless UL-approved), air purifiers (unless it is Medify Air MA-14 Air Purifier), and diffusers.
- g) Humidifiers or dehumidifiers.
- h) Smoking, including e-cigarettes, vaporizers, and hookahs.
- i) Illegal drugs or drug paraphernalia.
- j) Firearms, explosives, or any type of fireworks or weapons, including air pistols and BB guns.
- k) Unauthorized wiring, including but not limited to outside TV antennas, satellite dishes, room-to-room wiring, and extension cords.
- l) 3D printers.
- m) Motorcycles or any gas engine vehicles, and gasoline storage of any kind. Self-balancing scooters, hands-free personal transporters, battery-operated scooters, electric-powered skateboards, or similar devices and their chargers.
- n) Life-support equipment of any form, including but not limited to containerized oxygen units and/or electric generators.
- o) Illegal room changes and/or double occupancy. (Resident students residing in multiple occupancy rooms/suites not assigned at full occupancy must ensure that the unassigned space remains vacant for resident placement. When a resident does not adhere to this and occupies the unassigned vacant space (e.g., by using a vacant bed, desk, dresser, or other unassigned space), this is referred to as double occupancy.)
- p) Waterbeds or lofts.
- q) Duplicating of University keys (i.e., room/suite keys).
- r) Creating of any type of hazardous condition.
- s) Playing of sports that may cause damage to University property or harm to others.
- t) Tampering with fire extinguishers, equipment, alarms, or signs.
- u) Propping of doors or tampering with security/card access equipment.
- v) Tampering with room stops, window stops, safety bars, or window stickers.
- w) Construction, including lofts, bars, cinder blocks, or materials to loft beds.
- x) Removal of lounge furniture to rooms.
- y) Storage of bicycles in hallways or stairwells.
- z) Littering or damaging of any area or equipment of the residence halls.
- aa) Throwing of anything from windows or balconies.
- bb) Gambling.
- cc) Soliciting.
- dd) Improper disposal of medical waste (i.e., sharps containers). The medical waste policy in the residence halls can be accessed by visiting [hofstra.edu/medwastepolicy](http://hofstra.edu/medwastepolicy).

19. The room assigned by this Agreement will not be available for occupancy prior to the date set by the Office of Residence Life and published prior to the beginning of the academic year. The room must be vacated and left in good order no later than the date published by the Office of Residence Life in a separate notice issued prior to the end of the semester or by 9 p.m. on the last day of the semester or 24 hours after the student's last final, whichever is sooner. Students who are permitted to arrive prior to the start of their academic program and who subsequently cancel their housing assignment prior to the first week of the semester will be subject to a daily charge for their room, any cancellation fees as outlined in paragraph 2 of this Agreement, forfeiture of all residence hall fees, and forfeiture of the \$300 deposit pursuant to paragraph 3.

20. If a student is reassigned to a room other than the room to which the student was originally assigned, all the terms and conditions of this Agreement remain in effect and, where applicable, the student will be charged or refunded the prorated difference between the prevailing rates for the original and reassigned rooms.

21. The student may not assign their residence hall space to or allow any portion of the residence hall premises to be occupied by any other person. Any attempted assignment or occupying of such space shall be null and void and shall automatically terminate this Agreement, and the student may be required to vacate the premises forthwith.

22. If the Office of Community Standards issues a charge against a student for a violation of the Code of Community Standards ("Code"), any sanctions relating to residential living will be governed by the Code.

23. The student is required to abide by all residence hall rules and regulations and fire safety guidelines as set forth in this Residential Living Agreement, as well as in *The Living Factor* and Code of Community Standards, which are incorporated by

reference in this Residential Living Agreement, and by any future amendments to these rules, regulations, and guidelines. The student is also required to abide by all other terms and conditions of this Residential Living Agreement and University rules and regulations, and understands that the University may take appropriate action, including summary action, termination of this Agreement, suspension or banning from the residence halls, limiting access to particular halls, or reassignment of rooms, for conduct that is in breach of this Agreement or in violation of any of the above-referenced rules, regulations, or guidelines, or is otherwise detrimental to the welfare of residence hall students.