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## RESIDENCE HALL CONTRACT

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New York Institute of Technology and its institutional affiliates operates housing and dining services on a full academic year contract basis. Each student residing on campus must agree to the terms and conditions of this contract. A student's or prospective student's submission of the residence hall application is an acknowledgement and agreement to the terms and conditions of this contract, and it becomes a binding agreement or legal contract between the student and New York Institute of Technology, and is considered an acceptance of an offer of housing. This contract is deemed accepted upon receipt of prepayment by New York Tech.

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### TERMS AND CONDITIONS

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- 1. Eligibility:** Residential privileges are offered only to full-time, matriculated, registered students. This application is not a guarantee that a room will be assigned, and New York Tech does not guarantee a space to all applicants. Students who are assigned a space must be registered full time (12 credits for undergraduate, 9 credits for graduate), have clearance from the bursar, and have submitted proof of MMR immunization in order to be permitted entry into the residence halls.
- 2. Contract Period:** This contract shall be in force for one academic year consisting of both the fall and spring semesters. Contracts entered into during the contract period shall be in force through the end of the spring semester. Discontinued enrollment, for any reason, will not terminate the contract except as specified in the section entitled "**Cancellation Policies.**" Students on the Long Island campus are required to purchase a meal plan for each semester.
- 3. Period of Occupancy:** A student's right to occupancy shall begin no earlier than the first day the halls are open for each semester, with such date and time to be announced prior to each semester. The deadline for check-in is 5 p.m. the day prior to the first day of classes. Failure to do so may result in the loss of assignment; however, the contract will remain in force. **Prior written notice is required to hold a reservation after the deadline.** Residence halls are closed at the end of each semester and during official vacations at a time and date specified by the Office of Residence Life. All students participating in commencement must check out by the time noted by the Office of Residence Life. All other residents are expected to vacate within 24 hours of the end of their last examination or by 6 p.m. the Friday of exam week, whichever comes first. **This contract does not cover January intersession or any summer sessions; a separate charge will be assessed for each of these periods.**
- 4. Prepayment Applied to Housing Fees:** For students who will reside in housing, a nonrefundable deposit is required. The housing deposit must be paid with application. Payments can be made online in the NYITConnect account or by check or money order made payable to New York Institute of Technology. This deposit reserves a space and will be deducted from the semester's charges. The deposit is **nonrefundable from the date of payment.**
- 5. Room and Board Payments:** Room and board charges must be paid in full or financial aid packages must reflect the full amount by the tuition due dates for each semester.
- 6. Room Assignments:** This contract is for a space in the residence halls, not a specific room. Although every effort is made to honor specific room, roommate, and residence hall assignments and requests, space limitations and high demand for specific halls and room types may prevent honoring all requests. All assignments are made without regard for race, color, creed, religion, age, national origin, military veteran status, political affiliation, or sexual orientation. New York Tech shall comply with the Americans with Disabilities Act to accommodate students with qualified disabilities who may require housing in appropriately accessible residence halls.
- 7. Room Occupancy:** *In most instances, two persons will occupy double rooms.* In the event that one of the occupants moves out of the room, the Office of Residence Life reserves the right to assign a new roommate or to reassign the remaining student to another room in order to consolidate space. **During periods of high demand for on-campus housing, some two-person rooms, as well as some community rooms, may be designated for additional occupancy.** *If a room is designated for additional occupancy, the student may be offered a reduced rate.*
- 8. College Liability:** Although precautions are taken to maintain appropriate security, New York Tech assumes no responsibility for injury to persons, or loss of or damage to items of personal property that occur in its buildings or on its grounds, prior to, during, or subsequent to the terms of this contract. **Students and their parents or guardians are strongly encouraged to purchase and maintain appropriate insurance to cover such losses.**
- 9. Student Liability:** The student is responsible for the condition of the assigned room and all furnishings, and shall reimburse New York Tech for all damages to or loss of these furnishings beyond ordinary wear and tear. Rooms are furnished with a bed, mattress, desk, chair, dresser, and closet space for each resident. In addition to the nonrefundable deposit, a damage deposit is added each academic year to the student's bill and will be held for as long as the student occupies a space. This deposit is used to pay for common area damages (divided evenly among residents of that floor/suite) and room damages (divided among room residents) for which the person who caused the damage cannot be determined. Final inspections of rooms are conducted after all residences are closed. The remainder of the deposit will be refunded by the end of July.
- 10. Room Entry:** New York Tech reserves the right to enter student rooms for the purposes of inspection, improvement, repair, and maintenance, or to control the rooms in the event of an epidemic or emergency, or for any other purpose in accordance with the Student Code of Conduct and Residential Community Living Standards. New York Tech reserves the right to enter on other occasions with 24 hours posted or written notice. Please refer to the Office of Residence Life webpage (visit [nyit.edu/housing](http://nyit.edu/housing)) for these publications.
- 11. Room Checkout:** Any student departing at the end of the contract shall be expected to perform certain checkout procedures. Failure to properly check out as prescribed may result in a penalty charge, plus appropriate charges for any keys not returned. Students must vacate and remove all personal belongings from their Residence Hall rooms within 24 hours following their last scheduled examination and no later than the scheduled final closing. Items remaining after 30 days may be discarded by New York Tech.
- 12. Room Change and Contract Termination:** Room assignments may be changed, canceled, or terminated by New York Tech in the interest of safety, order, health, maximum use of facilities, or disaster after due notice to the student. This contract may be terminated by New York Tech for many reasons, including, but not limited to, a resident student's willful disregard of responsibilities and duties under this contract or for the rights of others, the creation of circumstances that could jeopardize life, limb, or property, of him/herself or others, or judicial action by

New York Tech, the state, and/or federal courts. New York Tech retains the right to impose an interim suspension pending judicial action in such instances. Rooms shall be vacated within 48 hours from the time of a student's official withdrawal or suspension from the residence halls, unless a health or safety emergency requires immediate vacation of the residence hall.

- 13. Rules and Regulations:** All students must abide by the procedures and expectations in the Student Code of Conduct and Residential Community Living Standards. Copies of these documents are available online (visit [nyit.edu/housing](http://nyit.edu/housing)). New York Tech reserves the right to remove residents from housing for violating these policies and procedures. Such a removal will constitute a breach of contract by the resident and **no refund will be granted** for rent and/or meal plan. Any residents living at the Long Island campus who are found consuming alcohol in New York Tech housing may be evicted immediately. In the event of a conflict between the rules and regulations as they appear in the above named publications and the terms of this contract, the provisions of this contract shall take precedence.

- 14. Non-payment or Delinquent Accounts:** If your charges are not paid when due, you agree to pay New York Tech all fees and costs associated with the collection of your delinquent account. In addition to payment of the principal amount due, the additional fees and costs may include collection agency fees constituting 33 to 50 percent of the principal amount due if New York Tech engages a collection agency to collect payment; legal fees of 33.3 percent of the principal amount due if New York Tech engages legal counsel to collect payment; any and all interest on the outstanding balance at the maximum legal rate allowed by law and; any and all other costs associated with collection of the amount due New York Tech. You understand your obligation to pay these additional fees and costs associated with collection of your delinquent account.

- 15. Terms and Conditions:** These terms and conditions shall be governed by New York law. Any dispute relating to or pertaining to these terms and conditions shall be brought in the courts of New York County or Nassau County, New York.

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## CANCELLATION POLICIES

### Procedure for Cancellation Before Occupancy:

After July 1, current and prospective students who contract for housing for the full academic year period, who have not yet commenced occupancy, and who subsequently decide to withdraw will be charged a liquidated damages in the amount of \$385. After January 1, current and prospective students who contract for housing during this period, who have neither commenced occupancy in the fall semester nor been denied residence hall contract termination, and who subsequently decide to withdraw, will be charged liquidated damages in the amount of \$385. Note that students who commenced occupancy and are denied contract termination and who vacate a residence hall will be charged liquidated damages in the amount of \$385, in addition to applicable charges for room (and board, if in Old Westbury). Students must notify the Office of Residence Life and submit a contract termination form.

### Procedure for Cancellation After Occupancy Commences:

1. Students who have submitted the Residence Hall Application and who have commenced occupancy in residence halls will be held responsible for fulfilling their obligation under the contract. Occupancy commences upon issuance of a room key to a student. A residence hall student who withdraws from housing while remaining a student will be obligated to pay in full for the contract period.
2. Residence hall students who withdraw from New York Tech will be charged on a percentage basis in accordance with the New York Tech refund policy. Additionally, you will be responsible for liquidated damages in the amount of \$385. (Note: this refund policy only pertains to students who withdraw their New York Tech student status.) Students must notify the Office of Residence Life and submit a contract termination form.

First week of classes	75% refund
Second week of classes	50% refund
Third week of classes	25% refund
Fourth week of classes and later	No refund
3. If a residence hall student graduates during the contract period, the contract shall be terminated. Residence hall students graduating during the contract period must complete and submit to the Office of Residence Life a Residence Hall Contract Termination Form by December 1 to avoid the \$375 contract liquidation fee.
4. If a residence hall student has a medical concern, chooses to study abroad, is withdrawn academically, or is required to teach or co-op outside of a 50-mile radius of the residence halls during the contract period, their contract may be terminated. Residence hall students who wish to withdraw from housing for these reasons must complete and submit to Office of Residence Life a Residence

Hall Contract Termination Form by December 1 to avoid the \$375 contract liquidation fee. Official documentation to support the student's withdrawal from housing must also be provided prior to December 1. Residents who are removed from housing due to a judicial sanction will not receive a refund of their housing and/or meal plan charges (if an Old Westbury resident). Students whose petition for release from housing is denied are responsible for payment in full of housing and/or meal plan charges (if an Old Westbury resident), even if the room is vacated.

5. If an extraordinary and unforeseen circumstance occurs and all avenues of resolution have been exhausted, a student may file a petition for release from the housing license. (Roommate conflicts, finding "preferable" housing, and/or not being assigned to your first choice accommodation are not valid reasons for release.) If the petition is approved, refunds will be pro-rated based on the number of weeks lived in housing up to the effective date of release (even if you did not check into or you vacate housing before the approved effective date).

### Public Health Crisis Housing Addendum:

New York Tech is committed to protecting the health and safety of our students and minimizing the potential spread of disease within our community. As a resident within New York Tech housing, the 2019 Novel Coronavirus ("COVID") or similar public health crisis will impact your housing experience as New York Tech Residence Life continues to make public health-informed decisions. The below policies and guidelines are incorporated into this contract and are applicable to all residential students. As always, we will endeavor to update you with timely information about specific health and safety guidance important for our residential students.

1. **Health and Safety.** We expect that all members of the New York Tech residential community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within New York Tech Housing and New York Tech may request or require a resident to leave New York Tech Housing if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by New York Tech as it relates to public health crises, including COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and

surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine / isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

**2. Quarantine/Isolation/Separation.** At any time, New York Tech may request or require a resident to leave New York Tech Housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from New York Tech Housing to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of this contract and may subject a student to emergency removal from their assigned space. Not all New York Tech Housing residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. Removal from New York Tech Housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.

**3. De-Densifying Efforts.** Residential students are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract. In the event New York Tech Housing must relocate students as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, New York Tech will offer impacted students fair and reasonable reimbursement as appropriate and based on information available at that time.

**4. Dining Services.** Dining service, including where and how it will be offered to residential students, is subject to the discretion of New York Tech and is subject to modification to address public health concerns. Due to health and safety guidance New York Tech Campus Dining, or other institutions/eateries where your meal plan is valid, may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls or make other operational adjustments needed to address health and safety concerns.

**5. Cleaning.** New York Tech Residence Life will continue to implement and modify its cleaning protocols to address COVID-19 or other public health emergency in the interest of minimizing the spread of disease. Residence Life will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to reduce the spread of contagious viruses, including COVID-19, within residence halls.

**6. Termination.** Upon reasonable notice, New York Tech reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19. In the event New York Tech terminates housing contracts due to public health concerns, New York Tech will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time. In the event of a conflict between this Section and the remaining sections of this contract, this Section will apply.

**Hold Harmless:**

You agree to release New York Tech, its trustees, agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, "claims") resulting from or arising out of your use of space within New York Tech Housing, including those related to the potential exposure to contagious viruses like the coronavirus, and to indemnify and hold harmless New York Tech, its agents, and employees from any claims resulting from or arising out of your breach of the terms and conditions of your housing contract. You understand that by residing in New York Tech Housing, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including the coronavirus.

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**TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTIFICATION.**

All forms and documents may be obtained in the Office of Residence Life or online at [nyit.edu/housing](http://nyit.edu/housing).

I have read, understand, and agree to the terms and conditions of the Residence Hall Application and Residential Contract.

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Signature

Date

MM/DD/YYYY

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New York Tech ID

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If you are under the age of 18 at the time of signing of your Residence Hall Contract, your parent/guardian MUST sign below authorizing their agreement to the Residence Hall Contract.

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Parent/Guardian Signature

Date

MM/DD/YYYY

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**OFFICE OF RESIDENCE LIFE**

Complete this form, and email or mail to:

**New York City Campus**

1855 Broadway  
New York, NY 10023-7692

Phone: 212.261.1737  
Fax: 212.261.1778  
Email: [housingma@nyit.edu](mailto:housingma@nyit.edu)

**Long Island Campus**

Northern Boulevard  
P.O. Box 8000  
Old Westbury, NY 11568-8000

Phone: 516.686.1402  
Fax: 516.686.1405  
Email: [housingow@nyit.edu](mailto:housingow@nyit.edu)