



## **St. Francis College – Office of Residence Life 2022 – 2023 Terms and Occupancy Agreement**

*Please read carefully and thoroughly. Resident students are responsible for abiding by all terms included herein.*

This St. Francis College Office of Residence Life Terms and Occupancy Agreement (the “Agreement”) establishes an agreement between St. Francis College (the “College” or “SFC”) and the below named resident student (the “Resident”) for use of an assigned room/suite and facilities in the residence hall located at 97 Columbia Heights, Brooklyn, NY 11201 (the “Residence Hall” or “Hall”) for and in consideration of the keeping and performing by Resident of all understandings, agreements, terms, and conditions of obligation enumerated herein. The Agreement does not constitute a lease and is not subject to New York State landlord-tenant laws; it confers a limited and revocable license to occupy College housing in the Residence Hall. This license can be revoked by the College as outlined below.

The Agreement does not guarantee assignment to a particular type of room or apartment or assignment to any preference indicated by the Resident. The Resident's preferences are requests only; preferences for room or apartment type, building of occupancy, and College's granting of roommate requests cannot be guaranteed. The College maintains sole discretion to assign rooms in the Residence Hall.

Any written requests to the St. Francis College Office of Residence Life (“Office of Residence Life” or “Residence Life”) required by this Agreement should be submitted via email to [sfcreslife@sfc.edu](mailto:sfcreslife@sfc.edu).

All students residing in the Residence Hall (“Residents”), including Resident, must sign and abide by the terms, conditions, and responsibilities of this Agreement.

### **The terms, conditions, and responsibilities of the Agreement are as follows:**

1. **Term:** The term of this Agreement is one full academic year beginning on the designated check-in date, Saturday, September 3, 2022 or Sunday, September 4, 2022, and ending at noon on the designated check-out day of Wednesday, May 10, 2023. Residents approved to move in early agree to abide by this Agreement at the time of check-in. The Residence Hall is closed during the Winter Break. Any requests to move-in before the check-in date or to remain in the Hall after the check-out date must be made as a written request to the Office of Residence Life **at least 48 hours** prior to the designated check-in or check-out date. Additional fees for approved early arrival, late departure, or holiday housing will apply and may vary based on room type, length of time, and reason for request.
2. **Eligibility:** Eligibility for residence does not amount to a guarantee of housing. Continuing students eligible for the room selection process must meet all deadlines and requirements for assignment to rooms, including financial obligations. Incoming first year and transfer students must meet all

deadlines for submitting a housing application and requirements regarding financial obligations. All placements in housing are also contingent upon a successful registration of academic classes. In addition,

- Residents must be registered as full-time students in good academic standing (2.0 cumulative GPA or better) throughout the duration of this Agreement. Residents who fail to satisfy this requirement at any point during the term of this Agreement will be required to move out of the Residence Hall within 48 hours of such failure unless granted an exception. Requests for exceptions must be made in writing to the Office of Residence Life to be reviewed by the Assistant Dean for Residence Life & Student Conduct.
  - Residents must satisfy their bill with Financial Services prior to moving into the Hall and will not be allowed to move-in until cleared by the Office of the Bursar. Residents who fail to satisfy their financial obligation with the College during the semester (i.e., failed payment plans) will be required to move out of the Residence Hall within 48 hours of such failure. No Resident will be allowed to move into or occupy any housing until all College fees are paid in the time and manner established by the College.
3. **Financial Obligations:** Residents are responsible for housing charges for the entire academic year (from check-in in the Fall to check-out in the Spring). Failure to make full payment for the Fall and/or Spring semester by the date designated by the College will result in forfeiture of existing assigned space; however, this Agreement remains in force. Withdrawal from the College does not necessarily relieve a Resident from financial liability for housing, even if a tuition cancellation has occurred. This includes medical withdrawals. Requests to be relieved of financial liability for housing for certain approved reasons (i.e., study abroad, military leave, illness etc.) must be submitted in writing to the Office of Residence Life. All Residents who have signed this Agreement are bound by its terms and continue to be responsible for room charges unless and until a release from the Agreement is requested and approved and/or any assigned space is vacated as specified and approved by the Office of Residence Life.
  4. **Entry:** Residents living in the Residence Hall can expect a level of privacy in their rooms/suites, however, Office of Residence Life staff, Found Study/Hawkins Way Management authorized staff, and SFC Security reserve the right to enter rooms without notice to room occupants to complete work orders or alterations, for reasons related to safety, security concerns, health, violations of College and/or Residence Life drug and alcohol policies, fire-code compliance, facility maintenance, violations of the College and/or Residence Life burning substance policy, and/or to monitor compliance with the College and/or Residence Life policies, rules, and regulations. In such cases, entry shall be preceded by a knock and verbal identification and Residents will be notified that entry has taken place and the reason. Residence Life Staff and Found Study/Hawkins Way Management authorized staff also reserve the right to enter rooms that have registered to be shown to give tours to aid in recruitment efforts. 24 hours' notice will be given whenever possible.
  5. **Health & Safety Inspections:** In order to determine compliance with this Agreement, federal, state, and local laws, and to check for any repairs needed, Residence Life staff will conduct Health and Safety Inspections a minimum of once per month and when there is a reasonable cause to believe that a violation has occurred or is taking place.
  6. **Medical Care:** The College and its authorized agents and employees, including Residence Life staff, Found Study/Hawkins Way Management authorized staff, and SFC Security, may provide or secure medical care, including hospitalization, for a Resident in the event of an illness or injury requiring such care. The Resident agrees that the College is not liable for any costs or expenses associated with any medical care provided to the Resident in such a situation. Residents are required to have active