

# Terms of Occupancy

## Chapin & Schomburg Apartments

### I. Introduction

#### A. Welcome from Campus Residences

Welcome and thank you for choosing to live in Campus Housing at Stony Brook University. This housing agreement is offered as a privilege and not a right. Priority for housing is extended to full-time matriculated students. Part-time and non-matriculated students will be considered for campus housing if spaces are available once all full-time matriculated students have been accommodated. On campus housing offers students the advantage of convenience of location for academic pursuits and participation in a peer community. Living in either Chapin or Schomburg Apartments offers graduate single students, domestic partners, married couples and their spouse, single heads of household, domestic partner, and children a unique opportunity to interact with people from different parts of the country and world. As a resident, you will be living with or near people who are of varying ages and who have varying cultural norms. It is important to the Division of Campus Residences that residents of campus housing celebrate these cultural differences, while abiding by the following rules and regulations which have been implemented for the health and safety of all parties.

#### B. General Policies

1. The offer of on-campus accommodations is extended only to full-time matriculated students as a privilege and not a right. This document creates merely a license to use on-campus housing and is not a lease. Occupancy in campus housing implies acceptance by each student of a set of terms and regulations established by the University through the Division of Campus Residences. The Division of Campus Residences is committed to the promotion of student development and the regulations enumerated in this document are designed with the residents of this philosophy in mind.
2. The University has the right, using established procedures, to suspend or withdraw accommodations, guest privileges or access to a campus residence to any person(s) for violation of these regulations, for health and safety reasons or for nonpayment of bills. In addition, the University can seek financial or other restitution for loss or damage to residence hall property.
3. The University does not discriminate against any student, with respect to eligibility for housing or when assigning students to specific spaces, on the basis of race, creed, color, disability, national origin, religion, sexual orientation, or status as a disabled or United States veteran.
4. The University, through the provisions listed in the administrative policies, 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.
5. Where reasonable, no less than 24 hours advance notice will be given before entering student bedrooms or common areas in residential quarters. Personnel of the Division of Campus Residences may access residential quarters in the event of an emergency (i.e. fire alarms, fires, floods, etc.), to complete maintenance requests, to prevent harm or damage to persons or property, and/or to enforce provisions of the Terms of Occupancy.
6. The existence of other sets of rules governing social behavior within the campus community is presumed. Students should become familiar with the Residence Hall Eviction Procedures, the University Student Conduct Code, and the Rules for the

Maintenance of Public Order available at  
<http://studentaffairs.stonybrook.edu/judiciary>.

In addition, all local, State and Federal laws are in effect for the campus. This set of regulations as written and as applied, is and shall be limited in purpose to ensure a healthy and safe environment for the residents, and to insure the financial investment in the apartments. The distribution of this information to residents constitutes official written notice of the possible violations and sanctions contained.

7. The University reserves the right to enter and inspect residential quarters **without** advance notice, including individual bedrooms and common areas, on receipt of a complaint of illegal activity or a violation of the University Student Conduct Code.
8. Students themselves are responsible for reviewing, understanding and abiding by the University's regulations, procedures, requirements, and deadlines as described in all official publications. These include the Undergraduate Bulletin (and supplements), Summer Sessions Bulletin, SPD Bulletin, Graduate Bulletin, Student Handbook, University Student Conduct Code, University Housing Terms of Occupancy and Class Schedules. Failure to abide by any regulation, procedure, requirement, and/or deadline may result in judicial action and/or loss of housing
9. The University shall not be liable to the resident(s) or guest(s) for injury to any person or damage to any personal property caused by water, rain, fire, steam, sewer, pipes, plumbing, stoves, refrigerators, laundry machines, dryers, or anything else which is beyond the control of the University. 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. Information on insurance can be obtained at [www.StonyBrook.edu/housing](http://www.StonyBrook.edu/housing)

## II. Occupancy Guidelines

### A. Eligibility

Residents must maintain their eligibility during the entire fall and spring academic semesters. Any change in eligibility status (i.e. from full-time student to part-time student, or non-student status, from family without children to family with children, from single head of household with child, to domestic partnership or married couple with child, etc.) without proper notification to the quad office will result in a review of the *Apartment Housing Agreement* and possible relocation or termination of housing. Residents' who terminate enrollment for any reason, must vacate their assignment within 72 hours of the date their enrollment terminates. Students graduating in December and May, are permitted to stay through the end of December and May respectively.

The University cannot guarantee housing to all students. Priority for housing will be given to first time graduate students who submit their housing request and room deposit by May 15<sup>th</sup>. Assignments are offered to full-time matriculated students, based upon availability. New graduates and family applicants will be assigned to one of the campus's apartment style communities.

Keeping with the University's commitment to an environmentally responsible community Stony Brook utilizes a paperless housing agreement. As such, please be aware that by accepting a room key residents acknowledge financial responsibility for their assigned space until the end of the academic year; until they properly check out of their room and return their room key to the Quad Office; or until the University confirms that they have vacated their space, whichever occurs soonest. In addition, by accepting a room key residents agree to abide by and comply with the University Student Conduct Code and Residence Hall Terms of Agreement.

## B. Family Housing

One and two-bedroom apartment units are designated for use by for single heads of household, married couples, domestic partners, and their dependent children only. Family applicants must be over 18 years of age, and must be able to present two or more of the following documents to prove marriage, domestic partnership, or financial interdependence while sharing the same living domicile for a six month minimum:

- a) Marriage license
- b) Joint credit card with joint bank account
- c) Joint ownership of property with joint utility bills
- d) Lease verifying that the joint legal couple has lived together at least six (6) months
- e) A living will drawn up by an Durable Power of Attorney bequeathing personal (for healthcare, finances, etc.) property to one another

*Special Note: Because the Schomburg Apartments does not accommodate and/or house children, families with children and single heads of household, people in this situation will only be assigned to Chapin Apartments.*

## B. Continuing, Changing, and Revoking of Housing Contract.

A continuing resident will be allowed to renew his/her housing agreement on a space available basis. Academic responsibilities or obligations, such as internships, or research that extends for a semester or longer, and require the student to be away from campus may serve as reasons for a resident to terminate their housing agreement without financial penalty. Though the resident may terminate his or her housing agreement, Campus Residences cannot guarantee accommodations should he/she reapply. These individuals must re-apply for housing and will be assigned after all new applicants have been accommodated, if space permits.

The University may revoke the right of occupancy for reasons of extraordinary circumstances by giving the resident ten calendar days (or less) written notice, as directed by the University Code of Conduct.

**IMPORTANT:** Your room assignment will be held until 5:00pm of the first day of classes or until 5:00pm of the day after you receive your assignment, whichever is later. If you are unable to check-in on time, you must contact your quad office to obtain permission to check-in after the stated deadline. Failure to do so will result in the forfeiture of your assignment. The University may revoke the right of occupancy for reasons of extraordinary circumstances by giving the resident ten calendar days (or less) written notice, as directed by the University Code of Conduct.

**West Apartments:** Eligibility for the West Apartments is developed to promote West as the premier living community on campus. Students interested in living in the West Apartments must have U3, U4 or Graduate standing, have lived on campus at Stony Brook for at least one semester (Undergraduates only), have a cumulative Stony Brook GPA of 3.0 or greater and have a clean judicial history at the University. Specifically, students with two or more Level I sanctions or disciplinary conferences OR one or more Level II or III sanctions are ineligible to reside within the West Apartments. Residents who become academically or judicially ineligible to reside in West will be administratively reassigned to a space in the residence halls as soon as eligibility to reside in the West apartments is lost.

## C. Check In/Check Out

1. *Check In.* Billing begins upon receiving the key to a student room, whether or not physical occupancy of the space is also taken at the same time. Billing continues until the student properly signs out of the space and returns the key to the space or

until the University determines that the space has been vacated. Upon occupancy of a room or apartment, the resident(s) should make an initial inspection of the premises and furnishings. Within 3 days of occupancy a staff member will complete a Room Condition Report or Apartment Condition Report. Residents are responsible for reviewing and signing this report. The report will be retained in the Quad Office for the entire duration of occupancy. The Report shall be the basis for determining damage, cleaning, and billing if there are discrepancies during the check-out process.

- a. Alterations to the physical facilities are not permitted unless they are with the prior approval of either the Quad Director or their designee.
  - b. Any furniture must be approved by The Director of Residential Risk Management or The Associate Director of Residential Programs or his/her designee.
  - c. Residents are not permitted to install their own curtains, or take down the ones provided by the University.
  - d. Waterbeds are not permitted. Construction of loft beds is not permitted unless authorized by the Division of Campus Residences and the Department of Environmental Health and Safety.
  - e. Residents may not paint or wallpaper their room/suite/apartment unless prior approval is obtained from the Quad Director.
  - f. Washing machines or clothes dryers are not permitted in any room/suite/apartment. Residents may use the coin-operated equipment provided in laundry room facilities and use of such equipment is entirely at the risk of the resident. Residents should notify the Faculty Student Association (FSA) if they experience any problems with the equipment.
  - g. Residents are responsible for all keys issued.
  - h. Residents will be issued one entry and/or one bedroom key for each adult occupant upon check in.
  - i. Keys for residents who are minors will be issued upon prior registration by the agreement holder.
  - j. Duplication of University-issued keys is strictly prohibited, and will result in judicial action being taken.
2. *Check Out.* To properly check out you must have a resident staff member inspect your living space for any possible damage by reviewing the original room condition report (RCR) against the current condition of the space. After the completion of this step you must return keys to the Quad Office and sign your housing registration form and RCR. Any resident who, upon leaving, fails to check out through the above procedures shall be assessed the current fee for failure to return room key(s) and improper checkout. In addition, the residents will continue accrue and be responsible for rent charges through the date the University determines the space has been vacated. Additionally, the resident will be responsible for damages that may occur to that room/suite/apartment. All residents are expected to check out by the last day of their Housing Agreement.

Items for which charges may be assessed include but are not limited to:

- a. Labor and material costs that result from cleaning rooms/suites/apartments that are not maintained in an appropriate condition during occupancy or are not cleaned sufficiently when vacated.
- b. Nail holes and other decorating damages. Wallpaper and contact paper are not permitted.
- c. Scarred and broken furniture, soiled, stained and damaged carpets.
- d. Burns of all kinds.
- e. Damage to walls, wood, and metal surfaces, counter tops, screens, doors, etc., beyond normal wear and tear.
- f. Cost of repair or replacement resulting from accidental or intentional damage.
- g. Cost for removal of debris from interior and/or exterior of apartment.

- h. At checkout, the resident is responsible for returning the original key(s) issued. If keys are not returned, or if unauthorized duplicates are submitted, the University will change locks or cores at the expense of the responsible resident. This charge is irreversible.

#### D. Room Change/ Double Singles

1. *Room Change.* Residents are allowed to change rooms in order to find more suitable accommodations. As a campus committed to promoting diversity, room change requests that are based on lack of tolerance for others because of race, creed, color, disability, national origin, religion, sexual orientation, or status as a disabled or United States veteran, will not be considered or approved. When requesting a room change, the procedures summarized below must be adhered to:
  - a. Room changes will be permitted between the end of the publicized room freeze period and the last day of classes prior to final exams.
  - b. Residents are permitted to complete a maximum of one room change per semester. Administrative room changes initiated by the University will not count towards the one room change per semester.
  - c. Residents can locate vacancies, if any, by contacting the Quad Office of the Quad in which they would like to live.
  - d. Residents desiring a room change must complete a room change request form and submit it to their Quad Office for review and consideration.
  - e. If the request is approved, the room change must be processed within two business days. Failure to do so, may result in the revocation of the approval.
  - f. Residents who move without prior approval, will be directed to return to their assigned space, will lose their room change privileges until the following semester, and may be subject to judicial proceedings.

Residents may request a change of assignment year round. During periods when new assignments are being processed, requests to change assignments may be placed on hold. Availability of space will determine whether the request can be honored.

#### E. Consolidation

The University reserves the right to consolidate residents with written notice for the more efficient use of space. When vacancies exist and there is no available waiting list for that type of housing, residents who live alone in a double shared room will be offered the option of maintaining their assignment as a single room at a premium rate (a “double-single” room). Should the resident decline the option of a double single, he/she will have the option of identifying a new roommate to fill the vacant space in their room. If the resident declines the option of a double single **and** is unable to identify a preferred roommate he/she will be consolidated to another space within the same apartment complex. From the receipt of the double-single offer to the actual date of consolidation, the resident will have no less than 10 business days before a consolidation will take effect. Should a resident receive a notice of consolidation and fails to comply their account will be adjusted to reflect the double-single rate retroactive to the initial date the double-single was first offered. If occupancy in an apartment falls to 50 percent or below Campus Residences reserves the right to reassign residents.

#### F. Guest Policy

Residents hosting guests must do so in a responsible manner. The rights and property of apartment-mates and other residents of the University must be protected from unwanted intrusion and vandalism. For specific guidelines on the guest policy, please refer to the *University Student Conduct Code*. (<http://studentaffairs.stonybrook.edu/judiciary/conduct>)

Residents are permitted to host overnight guests. An overnight guest is someone who remains overnight between the hours of 11:00pm and 9:00am. Residents wishing to host a guest must:

- Gain consent in writing from all roommate/suitemates to ensure that they are comfortable with the request.
- Upon obtaining consent of the above, residents must then obtain the written consent of the Residence Hall Director 24 hours before the guest's arrival. The residential guest must obtain a guest pass according to established procedures.

Approved guests may stay up to 15 days. For stays beyond this period, requests for an exception must be submitted in writing to the Chapin or Schomburg Offices at least one week prior to the end of the original hosting period. Students currently enrolled in the University are will not be approved for an extension past the 15 days.

Individuals granted guest status may not become another resident's guest as a means of extending their visit. Further, should it be discovered that an individual is registering as a guest weekly as a means of obtaining on campus housing without being assessed housing fees, they will be denied guest status, and a housing fee for all nights they used residence hall space will be assessed.

Each resident student may request to host one overnight guest per night, or two guests that leave prior to 11:00 PM. All occupants of the unit including any long-term guests (defined as non-students who are visiting for 15 days or more) must be listed on the apartment agreement. Failure to do so will result in review of housing assignment and possible relocation or termination of housing. All overnight (one night or more) guests must be registered with the Residence Hall Director of the building.

Further, a resident that hosts a guest (overnight or otherwise), assumes responsibility for the conduct of that guest in the apartments which may include liability for the repair cost for the property damage caused by such guest(s). A guest may be denied permission to be a guest in the future by the Residence Hall Director, the Quad Director, or the Division of Campus Residences. Such actions shall only be taken when a staff member assesses that the guest may pose a potential threat to students and/or the University. The guest shall be informed of that reason when s/he is asked to leave the apartments. Guests who have been denied authorization in one quad may not request guest status in another quad.

#### G. Unauthorized Occupants or Trespassers

Facilities not authorized for sleeping quarters ( public hallways, stairwells, lounges, laundry facilities) may not be used for that purpose without the consent of the Assistant Vice President for Campus Residences or his/her designee. Any person using the facilities of any residence halls or apartment complex without the special permission of the Assistant Vice President for Campus Residences and without a valid housing contract may be considered a trespasser. Unauthorized occupants shall be subject to a charge at the prevailing daily rate for the space during the entire period of improper occupancy, and may be subject to criminal and/or judicial proceedings as well. **If it cannot be determined how long the individual has occupied the space without a valid housing agreement they will be billed retroactively to the last date that the space was occupied by another resident.**

#### H. Subletting

During non-traditional occupancy periods (summer and winter recess) Chapin and Schomburg residents may sublet their assignments with prior approval from either the Chapin or Schomburg Quad offices. The following conditions must be met in order to sublet:

- Sublet agreements can only be made with a registered Stony Brook graduate student or International Exchange Program participant.

- The apartment agreement holder must get written permission to sublet his or her apartment space by completing a Sublet Agreement Form, which will be approved by either the Chapin or Schomburg Quad Office. If prior approval has not been obtained, the Quad Director of either Chapin or Schomburg may withhold permission for subletting or evict the sublettee, even if all other conditions have been met.
- Sublet agreements will be approved for no longer than the duration of the specified occupancy period (intersession or summer session periods). Sublets will not be considered during the Fall or Spring semesters with the only exception being a student who is participating in an external study or a clinical rotation that requires him or her to be away from the apartment for a semester or longer.
- A student who is on an external study or a clinical rotation that requires him or her to be away from the apartment for extended periods of time must submit proof from an Academic Department Dean and/or Director along with the Sublet Agreement Form.
- The agreement holder is fully responsible for the room charges and condition of the apartment as well as the costs of evicting an illegal sublettee.
- A resident can only sublet his or her own assigned space within his or her own apartment. He or she cannot continue to live in the apartment once the assignment is sublet.
- The assigned resident may not sublet the space and charge rent greater than the prevailing room charges for which the resident is liable.
- If the agreement holder should terminate his or her agreement, the sublet agreement will immediately become void, and the sublettee is expected to properly vacate.
- Inappropriate or illegal sublets are sufficient grounds for reviewing a resident's Apartment Housing Agreement which may be terminated.

#### I. Agreement Renewal

Residents must follow all apartment renewal process guidelines and deadlines in order to be considered for renewal. The Apartment Agreement period will always end on May 31.

### III. Financial Obligations

#### A. Housing Charges

1. There is a \$200.00 advance payment which will be applied to September rent. This payment must be made prior to May 15 of the year the applicant first applies for apartment housing. However, exceptions can be made based on documented financial hardship.
  - a. Housing fees in Chapin and Schomburg Apartments are assessed on a monthly basis.
  - b. Housing charges assessments will begin as soon as the resident signs his/her *Apartment Housing Agreement* and takes the key to the space.
  - c. Residents moving in after the first day of the month will assume all remaining housing charges for the balance of the month based on the date of check-in.
  - d. Residents vacating their assignments any time during his/her agreement are liable for the entire year's room charges unless occupancy is at full capacity and a waiting list exists to fill the anticipated space.
  - e. The monthly room charge is payable on the first of the month in accordance with the University's billing schedule. LATE FEES WILL BE APPLIED TO ANY ACCOUNT WHEN THE RENT PAYMENT IS NOT RECEIVED BY THE TENTH OF THE MONTH. Payments made by mail must be received by the due date or will be considered a late payment.
  - f. A payment check returned by the bank for any reason is subject to a RETURN CHECK FEE of \$30.00.

## B. Utilities

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

## C. Payment of Housing Charges/Billing

Payment of all housing fees is required by the due date posted on the resident's University account. Failure by a resident to maintain his / her 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 72 hours written notice.

Residents assigned to temporary spaces (doubles occupied as triples or lounges assigned as bedrooms) will receive a daily credit of \$5.00 per day for each day the resident is assigned to a temporary space. Once the resident is offered a permanent space the credit will be posted to the University account. If the offer of a permanent space is declined for any reason the daily triple credit will be discontinued from the date the permanent space was offered.

## D. Rate Changes

Rate changes resulting from a change in occupancy status will become effective as of the first day of the newly signed *Apartment Housing Agreement*. A resident will not be allowed to upgrade his or her apartment (i.e., transfer from a lower to a higher monthly room charges) or renew their apartment housing agreement unless all prior rental charges and outstanding student account bills have been paid.

## E. Individual & Multiple Liability

Each person assigned residency in a residence hall will be held responsible for any damage beyond normal wear and tear to his/her assigned room or quarters, the furniture, fixtures (including window fixtures), equipment, and effects contained therein and for any damage caused by him/her to any other part of the residence premises or attendant facilities.

In the event that two or more persons occupy the same room/ suite/ apartment and it cannot be ascertained which of them is responsible for damage, the assessment shall be made of both or all residents equally.

Students are strongly advised to have all of their personal property protected against theft and other loss by appropriate individual or family insurance coverage, in as much 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.

## F. Termination Policy

A resident who wishes to terminate his or her lease during the lease period will be permitted to terminate if there are individuals on a waiting list for that particular type of apartment assignment. Residents must complete the "Request to Terminate" form and provide proper documentation 30 days prior to desired check-out date.

Should an active waiting list not exist and a resident terminates his / her agreement prior to the end of their agreement period she / he will continue to be assessed the prevailing housing fees through the end of their agreement period

Individuals wishing to request an exception to the guidelines for early lease termination may submit a letter of appeal to the Assistant Director for Housing Administration, Division of Campus Residences, Mendelsohn Quad, Z-4444.

All requests for cancellation of housing must be made in writing to the Division of Campus Residences. If approved, the cancellation date will be that on which the written request is

received in the Division of Campus Residences. In the case of residents cancelling after the start of the semester, the cancellation date will be the date that the student properly checks out his/her room through the quad office.

Students who fail to properly cancel their request for housing or who fail to properly check out, will continue to be charged (on a daily basis) until the Division of Campus Residences determines that the resident is no longer living on campus and the space is occupied by someone on an active waiting list. However, once occupancy in the residence halls falls below capacity and there is no active waiting list for housing, residents who cancel their housing will be assessed housing charges through the end of that semester with no proration of fees extended. Additionally, the resident will be responsible for damages that may occur to that room.

#### G. Withdrawal or Dismissal from the University

Housing priority is extended only to full-time matriculated students. Residents who fall below full time status, withdraw from all classes, or are dismissed from housing or the university will have their housing agreement terminated and will be expected to check out within 72 hours of the change in their academic or residential status.

Exceptions may be requested from the Assistant Director of Campus Residences for Housing Administration.

#### H. Eviction Procedure

(Eviction is defined as the non-voluntary termination of University Housing)

Any resident who fails to pay any fee or assessment, unless properly deferred or waived, as required for residence, will have their housing agreement canceled. In addition, s/he may be subject to general University regulations regarding non-payment of fees. Only residents in good financial standing will be permitted to participate in the annual room selection process. Residents who fail to meet their financial obligations to the University by established payment dates and who have been unable or unwilling to arrange for proper deferment may be subject to the eviction guidelines indicated below.

##### *Eviction Guidelines:*

Residents will be given 30 days notice, from the time written notice of possible eviction is served by means of campus mail or hand delivered by a Campus Residences Staff member, concerning their account before eviction procedures are initiated. Written notice may take the form of a University bill.

#### IV. Standards of Living

##### A. Cooking

Cooking should occur only in apartment kitchens or university provided public kitchens. Food that is cooking must 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.

##### B. Appliances

The following electrical appliances are prohibited from use in bedrooms: irons without automatic shut off, air conditioners (unless provided by The Division of Campus Residences), torchiere style halogen lamps, portable dishwashers, portable washing machines and dryers, hot plates, and grills. Residents are permitted to use microwaves, popcorn poppers, and coffee makers with automatic shut off, a hot pot, and a hot air popcorn popper in their apartments.

1. Air Conditioners

Some apartments in Chapin and Schomburg have air conditioners provided. No other air conditioning units can be used in any Chapin or Schomburg Apartment.

2. Refrigerators

- Schomburg and Chapin Apartments are equipped with refrigerators. Additional refrigerators are prohibited.
- Units must be plugged into wall outlets to avoid overloaded multiple connections
- During the check-in period and through the semester, refrigerators will be inspected for cleanliness and deterioration in an attempt to deter pest infestation.
- Senior Staff members and emergency personnel reserve the right to remove any personal appliance or electrical equipment that is unauthorized or which is found to be a health and safety hazard. Students may be charged an appropriate removal fee.

3. Grills

Students are not permitted to use barbecues or cook on an outdoor grill without completing a Residence Hall Event Registration Form approved by the Quad Director and a Food Permit approved by Environmental Health and Safety. All grills and barbecues must be used 25 feet from any building.

C. Smoking

As of July 2007, all SUNY campus residence halls and apartment complexes are smoke free. Any resident or guest who wishes to smoke should vacate the building and smoke at least 15 feet from the perimeter of the building. Residence Hall staff will address any suspicion of smoking in the residence halls or apartment complexes and proceed with judicial action if deemed necessary.

D. Noise Policy

1. Quiet Lifestyle (Schomburg Apartments only)

Residents of a Quiet Lifestyle Community are expected to refrain from noise producing activities that extend beyond their room or apartment between the hours of 8 p.m. and 10 a.m. daily. Residents must keep their noise to a minimum during these hours, to promote an atmosphere conducive to studying. "Courtesy Hours" are in effect at all times in the residence halls.

2. Quiet Hours Policy

The sleep and study needs of our residents is of paramount importance. In order to meet this need, the University has established regulations relating to noise. While the Campus Residences staff assists in the enforcement of these regulations, it must be understood that the entire community must live by these guidelines and appropriately confront those who are in violation of them.

During the following hours, producing noise which can be heard beyond one's bedroom or apartment is prohibited:

Sunday-Thursday:	11:00 p.m. – 10:00 a.m.
Friday & Saturday:	2:00 a.m. – 10:00 a.m

Courtesy Hours: Courtesy Hours are in effect 24 hours a day. During these hours, you should take measures to ensure you do not disturb other residents. If a fellow resident or staff member should ask you to be quiet, please respect this request.

Extension of Quiet Hours: During finals week, 24 Hour Quiet Hours will be extended in all residence halls to begin at 4 p.m. on the last day of classes, before the first scheduled final examination, and Quiet Hours will continue until all exams have been completed (and/or 8PM the day of commencement). Please note that during this time students will only receive one warning regarding noise. Another violation after this warning may result in the student being asked to leave the Residence Hall immediately even if they are not done with finals.

#### E. Alcohol

1. Residents and their guests are expected to comply with the policy and procedures regarding the sale, service and consumption of alcohol. The policy can be found in its entirety in the *University Student Code of Conduct*.

(<http://studentaffairs.stonybrook.edu/judiciary/conduct>)

2. Residents who have guests under the age of 21, including both on campus and off campus guests, cannot be present in a room or suite if alcohol is present.

#### F. Illegal Drugs

1. The use of illegal drugs is prohibited in campus residences. All students living in the University's Residence Hall and their guests must comply with State and Federal regulations and University Conduct Code requirements related to the use, possession, and sale of illegal drugs or drug paraphernalia

#### G. Pets

1. With the exception of fish (except piranha), residents may not have pets, caged or otherwise. Pet paraphernalia, equipment, supplies, and food are also prohibited. No resident shall have or harbor unauthorized pets or other wild or domestic animals in the apartments. Residents may not harbor fish tanks/aquariums that hold more than 15 gallons of water. The Division of Residential Programs reserves the right to have any resident remove any fish or underwater animal deemed to be dangerous to the community.

#### H. Pest Control

1. The University utilizes an Integrated Pest Management System (IPM) approach to pest control. Residents of apartments experiencing infestation problems can request treatment through their quad office. 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 clean, vacuum, and properly dispose of trash and garbage daily.

#### I. Roof Access

1. The University strictly prohibits students from gaining access to the roofs of residence halls, as well as other buildings on campus.

#### J. Wireless Networks

In Apartments that contain wireless routers provided by the University, students cannot attach any wireless routers to the University network. Students also will not tamper with, damage, or remove the wireless routers from their locations. If a student's

room/apartment/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.

## V. Safety & Security

### A. Safe Conditions

No person shall create safety or health hazards in any residence hall/apartment.

Examples of prohibited behavior or items include, but are not limited to:

1. Propping open outside doors, unlocking lounge windows.
2. Using unauthorized doors, windows or balconies to enter or exit buildings.
3. Excessive accumulation of garbage or filth in rooms, lounges, or balconies.
4. Furniture / bedding supported by cinder blocks or similar items
5. Any trash/storage containers, furniture, personal items, cannot not block fire equipment or exits from a living space (including doors and windows)
  
6. Weights (over 20 pounds) or weight benches in student bedrooms/apartments.
7. TV antennas on the roof, balcony, or outside windows.
8. Mopeds or motorcycles inside the apartments or within 25 feet of the exterior of the building.
9. Throwing or pushing objects off balconies or out of windows, or using such as a means of access/egress.
10. Using balcony for storage, barbecuing, placement of University furniture, garbage or recyclable items, etc.
11. Playing sports or using equipment that is considered, or could be considered sporting, equipment inside of the Residence Hall. This includes in a student's room, in the hallway, main lounge, end hall lounges, kitchens, or any other area within the Residence Hall.
12. Additional items prohibited by Campus Residences are listed in the Student Conduct Code.

**Note:** Upon check-out, students are required to remove all personal property from all common areas in the apartments. The custodial staff will discard all personal property left beyond 24 hours.

Residents may not engage in any activity that will injure, deface, or damage any part of the Chapin and Schomburg Apartment facility. This includes posting of signs or advertising notices in non-approved areas. Residents may not install or use outside roof antennas, heavy electrical equipment (i.e. washers, dryers, air-conditioners), or personal locks.

### B. Health and Safety Inspections

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, including stairs, stairwells, laundry rooms, and grounds are a residents responsibility.

In order to ensure a clean and healthy living environment for current and future residents, health and safety inspections are conducted each and every month. All apartment residents are given 24-hour notice to coordinate cleaning efforts within their bedroom space and in the common living areas. The Quad Staff have the authority to enter apartments regardless of whether or not residents are present.

The following are the areas which need to be cleaned by apartment residents and will be inspected by University Apartment's staff: living room, dining room, kitchen area, bathroom(s), and bedroom(s). When preparing for health and safety inspections, it is important to make sure of the following:

1. *Living Room Area:* To allow easy access into this area, living room items (including furniture) should be organized and neat. No open food items should be present. Excess trash should be removed.
2. *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.
3. *Kitchen Area:* The floor should be clean (i.e. 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, (i.e., no oil or grease). The kitchen sink should be clean and empty (i.e., dishes are cleaned, and are in the dish drain and/or stored). The garbage receptacle should be empty or at moderate level; not overflowing.
4. *Bathroom Area(s):* Floors should be clean (i.e., swept and mopped). The tub, toilet and countertop areas should be clean, free of dirt and debris.
5. *Bedroom(s):* The room should be set up to allow easy egress. Clothes and other obstacles are removed and put away.
6. *All Areas:* Candles, incense and weights (over 20 pounds) are strictly prohibited.

Remember all garbage receptacles should be emptied regularly. There should not be any garbage outside of the receptacle and the receptacle should not be overflowing. Garbage may not be left outside the apartment at anytime. All garbage must be disposed of in designated garbage bins throughout the Chapin and Schomburg Apartments.

Residents shall not sweep trash from inside to outside of the room/suite/apartment (*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, bikes, boxes, etc. Residents and/or guest must not shake items such as rugs and dust mops from patios and balconies.

### C. Fire Safety

No person shall refuse to observe any safety regulations or procedures. All persons must evacuate the residence halls/apartments during a fire alarm. Fire Safety and/or Campus Residences staff may enter rooms during fire alarms to ensure compliance with evacuation procedures. No person shall tamper with, or otherwise misuse fire-fighting equipment including, but not limited to: fire extinguishers, fire hoses, fire alarms, pull stations, heat and smoke detectors, and exit signs. Examples of other prohibited behavior or items include, but are not limited to:

1. Fires, candles, incense or other flammable items.
2. Any electrical wiring that is frayed, broken, or taped. The Fire Marshall or a staff member reserves the right to ask that in these cases the wires are removed immediately from the Residence Hall.
3. Tapestries that are on the walls or covering the windows.
4. Failing to evacuate during fire alarms.
5. Lofts/loft beds not approved by the Division of Campus Residences and the Department of Environmental Health and Safety.
6. Overloading outlets or using extension cords.
7. Surge protectors that are plugged into other surge protectors (they must only be plugged into the wall)
8. The use of octopus lamps
9. Curling irons and Hair Straightners that are stored on top of electrical wiring
10. Electric blankets must only be used on beds.
11. The use of multiple plugs for cooking is prohibited
12. Smoking in non-smoking areas.
13. Unauthorized use of appliances in bedrooms.
14. Blocking access to hallway, window or suite exits. This regulation includes, but

- it not limited to, the presence of refrigerators in such locations.
15. The use of gas, alcohol or other flame-producing appliances is prohibited. Charcoal fires or barbecues are prohibited indoors or on balconies. Barbecues must be 25 feet from the buildings, and a Permit must be obtained from Campus Residences and Environmental Health and Safety to do so.
  16. All appliances must be U.L. approved and free from frays or defects in wiring.
  17. A fire extinguisher is provided in cooking suites. Residents must report any discharge of suite fire extinguisher to the RHD immediately.
  18. 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 lounge sinks or toilets.
  19. Residents in cooking facilities must monitor their cooking at all times as to prevent unnecessary fire alarms or fires caused by unattended cooking.
  20. Extra individuals (defined as unregistered guests) that exceed the New York State Building Code Occupancy Limits, will be asked to leave by Campus Residence staff and University Police.
  21. Natural Christmas trees are prohibited from the Residence Halls. Non-natural Christmas trees are permitted, and must be less than 6 feet tall.
  22. Christmas or decorative lights are not to be placed on walls, ceiling, fire alarm equipment, bathrooms or corridors. They are only permitted on non-natural Christmas trees.

University Fire Marshalls and the local Fire Departments reserve the right to lock out stoves that are dirty and cause a potential fire hazard.

Residents may not use charcoal, bottled gas or any torch or flaming device, including gasoline-fueled stoves, either in the apartment or on the balcony. Kerosene heaters are strictly prohibited. Failure to comply may result in arrest or suspension from on-campus housing or he or she may be held accountable through judicial proceedings. Cooking related fires resulting from leaving appliances and/or food unattended may result in suspension from on campus housing. At minimum the responsible individual will be required to attend a fire awareness workshop.

#### D. Security

It is the responsibility of each resident to assist the University in providing protection for person and property. Residents are required to carry their room key(s) with them at all times, to lock bedroom and suite or apartment doors whenever leaving their rooms, and to report lost or missing keys or access cards immediately. In order to provide additional building security, the Division of Campus Residences enforces the following policies:

1. No person shall use or possess any key to a residence hall/apartment or to any lock within a residence hall/apartment which s/he is not specifically authorized to use or possess.
2. No person shall enter any residence hall/apartment area which is not intended for the use of residents or their guests (i.e., attics, storage areas, roofs, equipment rooms) without the permission of the Assistant Vice President for Campus Residences or his/her designee. Nor shall any person assist the unauthorized entry of any person into any restricted area.
3. 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.
4. Children under the age of 14 must be supervised at all times. If a child under the age of 14 years is found unattended proper authorities will be notified.
5. Walk service is offered by the campus and can be reached at 2-WALK(9255) from on campus phones and 631-632-9255 for off campus phones.

6. Ride service is offered by campus police after bus service ends and can be reached by calling 2-RIDE (7433) from on campus phones and 631-632-7433 from off campus phones..
7. Child Safety: Campus Police offer a free service to check child seats and to show the proper way to place child seats into your vehicle.

#### E. Lockouts and Lost Keys

1. *Lockouts.* As a resident of University Housing, it is your responsibility to carry your key at all times. If locked out, it is imperative that you try to regain access to your apartment for the evening. All lockouts will be responded to in a timely manner by the Graduate Resident Assistant (GRA) on duty or the quad office staff, however, if there is another more critical or serious emergency, the GRA on duty or staff member is obligated to respond to that emergency first.

From 8:30AM to 5:00PM, Monday - Friday all lockouts should go through your respective quad office. Between 7:00PM to 8:30AM the next morning, or on weekends, aGRA is on duty to respond to lockouts and other emergencies.

All residents are required to make every effort to regain access into their room/ suite/ apartment by first doing the following:

- a. Either ring the doorbell or knock on the entrance door of your room/suite/ apartment, so that a fellow room/suite/apartment mate can give you access.
- b. If the first option is not available, go to a neighbor or common area phone and contact the GRA on duty.

*Chapin Apartments Only.* If after 12 AM, you must contact the GRA on duty who will meet you in the Chapin Apartment Quad Office (A1003) and issue you a temporary key. **This key must be returned within 24 hours from the time you received it.** Failure to return the borrowed key will result in your being billed for core/key replacement.

2. *Lost Keys.* Lost, misplaced or stolen keys must be reported to Quad Office immediately. Campus Residences will change the lock or core and new keys will be issued. The responsible resident will be billed for this expense, and new keys will be issued to all apartment mates, suitemates and/or roommates at no charge. All existing keys and cores remain the property of the University and must be returned to an Apartments Office or Quad Office. A temporary key will be issued until the lock change has occurred.
3. Residence Hall Directors will address excessive lockouts.

#### F. Child Safety

1. Pools

Parents should be advised that, their children should not be left unattended when using a portable plastic and/or inflatable children's pool. Parents who leave children unattended in either a plastic and/or inflatable pool risk disciplinary action through either the Campus Residences, or the University judicial systems. The greater University shall not be responsible for or liable to the resident(s) or their guest(s) for injury to any person using portable plastic and/or inflatable pools. 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. Below is a list of other recommended safety tips for parent(s) to follow when using portable plastic and/or inflatable pools:

- a. Never leave a child unsupervised near a pool. During social gatherings at or near a pool appoint a “designated watcher” to protect young children from pool accidents. Adults may take turns being the “watcher.” Remember when adults become preoccupied, children are at risk.
- b. Instruct the babysitter about potential pool hazards to your children. Emphasize the need for constant supervision.
- c. If a child is missing, check the pool first! Seconds count in preventing death or disability.
- d. Do not consider young children who can swim and/or who have had swimming lessons to be incapable of drowning. Children must be watched closely while playing in or around pools.
- e. Do not use flotation devices as a substitute for supervision.
- f. If possible learn CPR (cardiopulmonary resuscitation). Babysitters, other caretakers, and older siblings, should also know CPR.
- g. Be sure a telephone is poolside with emergency numbers posted nearby.
- h. Remove toys from in and around the pool when it is not use. Toys can attract other young children to the pool. They could fall in, be hurt and/or drown.
- i. Remember, inflatable and/or portable pools should be emptied after use. In addition to posing a potential danger to small children, animals may be attracted to the pool water. Stagnant water can attract mosquitoes, which can carry disease.

## 2. Supervision/ Childcare

*Supervision.* In accordance with the New York State Law, residents must provide appropriate supervision of their children at all times. Any child under the age of 14 years found unattended by an adult may be turned over to the appropriate authorities. If a child under the age of fourteen (or if the age is uncertain) answers the door to maintenance personnel, maintenance personnel have been instructed not to enter but to wait for the parent(s) or baby-sitter to come to the door. If a child under the age of fourteen is found to be alone, this incident may be reported to the appropriate authorities.

## VI. Miscellaneous

### A. Driving, Parking and Bicycles

Residents must obey all traffic and parking regulations.

1. Only junior and senior undergraduate resident students may register a motor vehicle on campus, including motorcycles.
2. Resident students may only park in specific areas designated.
3. Students are not permitted to park in handicapped parking areas, fire lanes, on sidewalks, between buildings or on lawns.
4. The speed limit on all University Housing roads is 15 miles per hour.
5. The Chapin roadway is **one-way**, and residents and their guest must refrain from driving in the opposite direction for the safety of other residents and children.
6. Any abandoned vehicle without proper registration or insurance will be removed by University Police and/or the Department of Traffic Safety and all expenses will be billed to the owner.

All motor vehicle operators must comply with New York State traffic laws and University motor vehicles 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 applied for through the Office of Disabled Student Services.

Do not chain bicycles to stairwells, lampposts, trees or other fixtures. Bike racks have been provided for residents' use. Residents will be responsible for any removal charge assessed. Residents in Chapin or Schomburg are not permitted to keep bicycles inside apartment common areas or rooms without the consent of all of the apartment mates. All bicycles must be kept on bike racks or in the bicycle storage areas. Residents found in violation of this policy may be held accountable through the University Student Conduct Code judicial process.

#### B. Use of Specific Residence Hall Facilities

1. *Facility Hours.* The use of the Chapin playground, Chapin basketball courts and any residential volleyball court are only for undergraduate/ graduate students who reside within that Quad. Hours of usage are listed below. Residents found using these outdoor facilities after designated times will be escorted from the area by Chapin and Schomburg Staff and/or University Police and may be subject to judicial action through the University Student Conduct Code judicial process.

**Playground hours:**

Fall & Spring: 10:00am-6:00pm

Summer: 10:00am-8:00pm

**Basketball Court hours:**

Fall & Spring: 10:00am-6:00pm

Summer: 10:00am-10:00pm

**Volleyball Court hours:**

Fall & Spring: 10:00am-5:00pm

Summer: 10:00am-7:00pm

#### 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 residence halls. All personal property will be discarded immediately after spring closing.

### VII. Emergency Maintenance/ Custodial

- A. *Custodial/ Maintenance Emergencies.* In order to keep costs to a minimum, it is necessary to establish some guidelines to be used for responding to after-hours emergency maintenance problems. When the maintenance office is closed (after 4:30 p.m. on Monday-Friday, weekends and on holidays), the Division of Campus Residences' night or weekend maintenance staff is authorized to respond to emergency situations only when contacted by professional staff. Such emergencies would be handled at no charge to the resident except when damage is the result of carelessness or is of a deliberate nature.

*An emergency is defined as a situation which will cause or potentially cause:*

- o Physical harm to residents.
- o Physical damage to the apartment structure.

*The following list provides examples of emergency situations; these will be given immediate attention on a call-back basis:*

- o Heat problems (if the inside temperature is below 68 degrees F.)
- o No electricity

- Floods of any kind (i.e. sinks, toilets, pipes in walls etc.)
- Clogged toilet
- Broken toilet, if another toilet is not available
- suites/apartment
- Frozen water pipes
- Clogged sewer lines
- Clogged sinks or bathtubs
- Being locked inside your bedrooms

*The following would NOT constitute an emergency:*

- No hot water
- Heat problems; (if the inside temperature is at or above 68 degrees F.)
- Removing articles such as contact lenses, rings, etc. from drains.
- Non working appliances (i.e. refrigerators and/or stoves)
- Lockouts

#### B. Refusing Access

Residents may not refuse access to maintenance or professional staff members in exercising their assigned responsibilities. The University will provide a minimum of 24 hours notice in advance of entering a student's room, suite or apartment in order to complete routine administrative processes. However, during emergencies or when responding to maintenance or custodial related issues staff may enter residential areas without having provided minimum notice to the occupants.

# 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, sets the standard for conditions in residential facilities.

## **Standard I**

The 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 the Campus Residences **Terms of Occupancy**.
4. Access to residential facilities is provided for the disabled in accordance with applicable codes and standards (i.e., section 504 of the Rehabilitation Act of 1973), in renovated residence halls except for Hendrix College, and some buildings in Chapin and Schomburg.
5. Inspection and assessment of the physical facility and its components (i.e., 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.

## **Standard II**

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

### **Guidelines**

1. Cleaning of lounges, hallways, bathrooms, and other community spaces areas used by all residents will occur on a regular basis.
2. Every reasonable effort will be made by the Division of 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 condition of a particular student bedroom, Residential programs staff, in consultation with Residential Operations staff, will recommend to the Assistant Director of Housing Administration whether such rooms should be removed from service until conditions are corrected. The Assistant Director for Housing Administration will decide whether such rooms should be removed from service until conditions are corrected. The Assistant Vice President of Campus Residences will make the final determination, notify the office of Institutional Services, and report these spaces as uninhabitable through the annual Utilization Report.

## **Standard III**

The campus shall provide each student resident with adequate living space, furniture, and appropriate and sufficient heat, light, and hot water.

### **Guidelines**

Each resident will be provided with adequate room/suite and lounge furniture. As a minimum, except in the case of over-assignment, each resident will be provided with a bed, a desk, a light source, a dresser, and a closet or a wardrobe cabinet. All such equipment will be clean, sturdy, and free from major scarring, and of acceptable appearance.

The Division of 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 their Quad Office as soon as problems are identified.

**Standard IV**

The Campus shall establish procedures for routine and emergency repairs to residence hall facilities.

**Guidelines**

1. All requests for repairs should be reported directly to the appropriate Quad/Apartment Office, or in the case of emergencies which arise other than during the typical work day, through the emergency procedures coordinated through University Police. Should residents have a question about the status of a service request, they may check on that status by contacting their Residence Hall Director/Building Coordinator or the appropriate Quad /Apartment Office.
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 examination periods. If this is impossible, arrangements will be made to house residents elsewhere.

**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 residence halls for extended periods that are within the control of the campus.

**Guidelines**

Planned outages that extend for a significant period of time will result in a reduction in the basic housing rate for all affected residents.

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 resident. 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.

Should an entire residential area be without services for an extended period of time, and 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 for these residents. If this is not possible, a portion of the resident's room charges will be credited to their account.