RIT Housing



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Welcome to the Rochester Institute of Technology (RIT) housing community. This document is part of the resident's housing contract; it provides the terms and conditions for our community and defines the resident's responsibility as a member of the community. By signing the housing contract and residing in RIT housing, the resident agrees to abide by the housing contract, this document, and all federal, state, and local laws, (available in RIT's library, library.rit.edu) and University Policies (available at: https://www.rit.edu/academicaffairs/policiesmanual/).

Any resident found in violation of the Terms and Conditions of Housing or whose negligence causes damages to the facilities or harm to other members of the community may be subject to a student conduct hearing, Housing Selection privileges revoked, and/or additional fees. In addition, RIT Housing may terminate the resident's housing contract with or without appropriate notice.

These terms supersede any and all prior Terms and Conditions of Housing. Upon reasonable notice, RIT Housing can modify the Terms and Conditions of Housing during the term of this agreement.

The modality of instruction, and the start and end dates for academic term instruction, on-campus housing and dining, may vary from year to year.

The housing contract and the Terms and Conditions of Housing do not constitute a lease. They confer a limited and revocable license to occupy RIT housing. This license can be revoked by RIT Housing as provided in these Terms and Conditions of Housing.

Please refer to this document as a reference during the 2020–2021 academic year. For additional information on RIT Housing, visit our website at housing.rit.edu.

1 | CONTRACT DEFINITIONS

1.01 Eligibility

A student is eligible for an RIT housing assignment if they meet at least one of the following criteria:

Enrolled

Registered as a cooperative (co-op) student

Registered in a field-study instruction program

Part of a special RIT sponsored program approved by RIT Housing

In addition, the resident must prevent and/or resolve holds placed on their student account during the contract period. The resident must maintain eligibility throughout the contract period.

RIT reserves the right to deny eligibility to a resident within its sole and exclusive discretion, for any reason whatsoever, including but not limited to disciplinary violations.

1.02 Students Under 18 Years of Age

A student who is under 18 years of age must have a parent/guardian read the Terms and Conditions of Housing and sign their RIT housing contract.

1.03 Family Contract

A family contract allows for a spouse, domestic partner, or dependent of an eligible resident to live in an RIT apartment. Additional rent charges may apply (see section 5.04).

1.04 Contract Periods

RIT housing contracts are binding for the entire academic year (fall and spring semesters), including breaks. Upon receiving a housing assignment, a student is bound by the terms and conditions of their RIT housing contract. The summer contract period is binding for the period between the day after graduation to the official summer term move-out date or the date stated on the resident's contract.

Any resident who lives in RIT housing as a requirement of their employment with an RIT department continues to be bound by the Terms and Conditions through the end of their housing contract even if employment ends voluntarily, by termination, or by ineligibility.

1.05 Contract Cancellation

Any student who has submitted a 2020–2021 RIT housing contract with an expected fall term move-in date who decides before the first day of fall semester classes or their fall move-in date whichever occurs first, they no longer need RIT housing must cancel their contract. RIT housing contracts can be canceled via the portal at mylife.rit.edu. A cancellation fee may apply See cancellation dates and related fees in this section and in sections 5.07, 5.08, and 5.12.

Cancellation Due Dates and Fees Fall (2020)

No fee if you cancel no	\$300 fee if you cancel from	\$500 if you cancel from	\$700 if you cancel from
later than May 1, 2020	May 2 – May 31, 2020	June 1 – June 30, 2020	July 1 – August 19, 2020

If a student cancels due to one of the reasons listed here, there will be no cancellation fee applied.

Active military service: A resident called to active military service

Academic suspension: Verified in writing from the academic department or the Registrar's Office Leave of Absence: Verified in writing from the academic department or the Registrar's Office

Co-op / Resident Teaching/ Study Abroad: Changes in co-op or program status verified in writing by the Co-op Office or academic

department

Marriage: Certified by a marriage certificate

Graduation: Verified in writing from academic department Incoming Student: Who has not begun their first semester at RIT

Approval by Disability Services: Verified in writing for remote exclusively on-line classes due to underlying health concerns

1.06 Residency Requirement

RIT requires first-year incoming freshmen entering RIT from high school to live in the residence halls for their first academic year. Incoming freshmen whose credit hours rise above first year status due to AP courses or college courses taken while in high school continue to be bound to this residency requirement. First-year freshmen who submit a housing contract and are currently assigned to the residence halls wishing to commute (live with parents/guardians within a 30 mile radius) must be released from their housing contract.

Please contact RIT Housing for details.

Released incoming freshmen are held to the cancellation fee or termination fee and refund schedule (see section 5.12).

1.07 Subcontracts

A resident shall not assign, sell, sub-license, or transfer their assignment rights in the room, apartment, suite, or any part thereof. No resident may sub-license or loan their room, apartment, suite, or any part of their living quarters to anyone else. Individuals not oncontract for the room, apartment, or suite are prohibited from occupying the space.

1.08 RIT Housing Fall to Spring Break

Fall semester on-campus classwork concludes on November 24, 2020. Exams will be on-line December 1 - 8.

Students who are eligible may remain in RIT Housing throughout the fall to spring semester break. Eligible students are those who currently live in RIT housing and will be registered for on-campus classwork and remain in RIT housing for spring semester.

Students who would like semester break housing must register via the mylife portal. Break Housing Registration will be available mid-fall semester. If you are eligible to remain but plan not to stay in your RIT housing any part of the fall to spring semester break once finals conclude, you must leave RIT housing no later than December 9th. Take with you just the items you are going to need for break and keep your housing key.

If you are not returning to RIT for spring semester classes, you must check out of RIT housing by Wednesday, November 25th at 4 p.m. To properly check-out you must remove all of your items and return your housing key to RIT Housing no later than November 25th 4 p.m.

2 | ASSIGNMENT PROCESSES

RIT Housing shall have the sole and exclusive discretion to determine all room, apartment, and suite assignments and reserves the right to assign to under-occupied units, change room, apartment, and suite assignments and/or re-assign these spaces.

RIT Housing reserves the right within its sole and exclusive discretion, to consolidate residents and assignments and to assign a new resident into a room, apartment, or suite which falls below required occupancy at any time during the term of this housing contract. Residents may not refuse the addition of a resident assigned by RIT Housing. Refusing the addition of a resident assigned by RIT Housing shall be a material breach of this housing contract.

2.01 Required Occupancy Levels

Residence Halls		Global Village	
Single Room	1 Person	Studio	1 Person
Double Room	2 People	4 Bedroom suite with kitchen	4 People
Triple Room	2 People	5 Bedroom Suite without kitchen	6 People
Quad Room	2 People	5 Bedroom Suite with kitchen	6 People
RIT Inn		University Commons	
Double Room	2 People	4 Single Rooms	4 People
Double as Single	1 Person		
Riverknoll		Perkins Green	
1 Bedroom	1 Person	1 Bedroom	1 Person
2 Bedroom Townhouse	3 People	2 Bedroom	4 People
3 Bedroom Townhouse	4 People		

2.02 Assignment Criteria

In making assignments to RIT housing, RIT Housing will not honor any requests for assignments or room changes which discriminate on the basis of race, color, religion, national origin, ancestry, disability, sexual orientation, or gender identity or expression. Requests for assignment or room changes based on information found on the internet (e.g., Facebook, personal websites) will not be honored. Whenever possible, residents will be assigned to their preferred locations and/or with their preferred roommate(s). Freshmen entering directly from high school and residents returning from co-op will be guaranteed RIT housing; however, particular preferences are not guaranteed.

Matriculated students will be given priority to RIT housing. Non-matriculated students may not be offered RIT housing. Returning, transfer, and graduate students are assigned RIT housing on a space-available basis.

RIT Housing uses a student's profile information when possible if they make the student's assignment.

2.03 Co-Habitation

RIT Housing allows students of different assigned birth sex to live together in residence hall rooms, apartments, and suites designated as gender-inclusive.

2.04 Assignment Changes at the Resident's Request

The Center for Residence Life and RIT Housing facilitate, manage, and approve assignment changes. Residents may not swap rooms, suites, or apartments without the prior approval of Residence Life or RIT Housing staff. Additional rent and lock change charges may result if a resident makes an unauthorized move. For more information, contact your Residence Life Area Office or RIT Housing.

2.05 Assignment Changes for Renovations, Refresh, and Repair

RIT Housing reserves the right, within its sole and exclusive discretion, to re-assign a resident within RIT housing or to non-RIT temporary housing for reasons including, but not limited to renovations, refreshing, or repairing a room, apartment, suite, or nearby premises. If RIT Housing initiates renovations, a refresh, or repairs, every effort will be made to minimize the inconvenience to the resident(s) and, whenever possible, advance notice will be given to the resident(s) as to the time and nature of the work to be done. Resident(s) shall not withhold payment of housing charges due to an assignment change for this reason.

2.06 Space Vacancy

RIT Housing is not responsible for notifying residents of vacancies. Residents must keep the unassigned spaces vacant and available for new roommates at all times or be subject to additional charges. A resident of RIT housing may not relocate to a vacancy in a different room, suite, or apartment without the prior approval from the Center of Residence Life and RIT Housing. Additional rent and lock change charges may result if a resident makes an unauthorized move.

2.07 Roommate Requests and Accepts to Global Village Suites, RIT Apartments, and University Commons Suites

If a vacancy occurs in a suite or apartment, the current residents can submit a roommate request and the requested roommate must accept the request within 5 days of the vacancy occurring. If this process is not completed within 5 days, RIT Housing can assign a student to the space.

2.08 Mid-Year Assignments

When assigned to a vacancy during the academic year, the resident's contract is for the remainder of the academic year. RIT Housing will assign students to vacant spaces based on the contract dates using the criteria in *section 2.02*. RIT Housing will notify the current occupants that a resident has been assigned to the vacant space(s) when possible. Residents cannot deny a newly assigned resident access; residents are expected to create a welcoming environment for a new roommate.

2.10 Summer Assignments

A summer housing contract must be submitted via the RIT Housing portal. Summer housing is available in select areas of the residence halls, apartments, Global Village suites, and University Commons suites. RIT Housing reserves the right, within its sole and exclusive discretion, to limit the number and type of housing options available during the summer term. Summer housing is not available at the RIT Inn & Conference Center. Roommate adds are not permitted during summer term.

RIT Housing reserves the right, within its sole and exclusive discretion, to have students move from their summer to fall assignment prior to the end of the summer term and to have students without a fall assignment move prior to the end of the summer term.

3 | CHECKING INTO HOUSING

3.01 Scheduled Move-In Dates

See below for scheduled move-in dates for each term.

Fall (2201) Move-in dates for fall semester vary.

Incoming Students: August 12 - 15 | Returning Students: August 16 - 18

Spring (2205)

TBD Please visit housing.rit.edu for updates.

Summer (2208) May 12, 2021

TBD Please visit housing.rit.edu for updates.

3.02 Key Pick-Up

All residents are required to check in at designated locations to obtain room, apartment, or suite key(s).

Exception-residents of Global Village building 405 as there is mobile access. Residents may not accept keys from roommates or former residents.

3.03 No-Show Dates and Fee

RIT housing will not be guaranteed if the assigned resident does not pick up and sign out a housing key from RIT Housing by the following dates for the start of each term. Global Village building 405 residents must self-check-in to their space by the following dates. In addition for fall semester, if the resident has an RIT housing assignment and is a registered student and fails to sign out a housing key or Global Village 405 resident self-check-in by the specified date for the fall semester, a no-show penalty for \$700 will be placed on the resident's student account (see section 5.08).

Fall (2201)	Spring (2205)	Summer (2208)
August 24, 2020	To be announced	To be announced

3.04 Documentation of Room/Apartment/Suite Condition at Check-In

Upon moving into an assigned space, Housing has deemed that the space is acceptable and ready for move-in. Residents should submit a maintenance request at http://www.rit.edu/fa/housing/content/submit-maintenance-request if an item needs to be addressed.

3.05 Early Arrival

A resident may request to move in prior to the scheduled move-in date (see section 3.01). Approval for early arrival is determined on a case-by-case basis and early arrival housing is not guaranteed. Additional fees apply (see section 5.18).

4 | CHECKING OUT OF HOUSING

At the end of the resident's contract period (see section 1.04) or on the resident's move-out date, the resident must follow the proper check-out procedures below when vacating RIT housing. This process must be followed each time a resident vacates RIT housing.

- Remove all personal items from the room, apartment, or suite; belongings not removed will be considered abandoned and will be discarded at the resident's expense (see section 5.11 and section 15.01).
- Return the space to move-in condition.
- Apartment residents: Prepare the space as outlined in the cleaning instructions document found at http://www.rit.edu/fa/housing/resources-guides
- Return key(s) in a completed key return envelope to the RIT Housing office located in Grace Watson Hall.
- Keys can be returned 24/7 via the drop box outside the Housing office in Grace Watson Hall. Failure to return keys upon
 move out will result in a lock change and a charge of \$100. Keys that are mailed back after the move-out date will not be
 accepted.
- RIT Housing will inspect the room, apartment, or suite upon the resident vacating. The condition of the room, apartment, or suite, including all furnishings and fixtures, and any damage which is determined by RIT Housing to have occurred during the resident's occupancy will be documented by RIT Housing. Additional fees may be assessed for damage and/or failure to follow this procedure (see sections 5.09, 5.10, and 5.11).

5 | RENT, FEES, ADJUSTMENTS, AND CHARGES

5.01 Student Accounts

RIT Housing, in conjunction with Student Financial Services, posts rents, fees, and adjustments to the students' accounts.

5.02 Appeal of Housing Charges

An appeal of any charge placed on your student account by RIT Housing must be initiated in writing to RIT Housing within **60 days** of the transaction date on the resident's student account.

5.03 Rates

Refer to RIT Housing's web site at https://www.rit.edu/fa/housing/content/housing-rates for the current rent rates.

5.04 Family Rent Rate

The family rent rate is billed each term and is equal to the term academic year rent rate multiplied by the required occupancy for the assigned unit.

5.05 Academic Year Billing

RIT rent charges are posted on a term basis. All rent and rent adjustment billing, as well as associated fees, will be posted to residents' student accounts.

5.06 Summer Billing

Summer term RIT housing is charged as a daily rate based on location. An adjustment, if necessary, will be made after the resident returns their key. See current rates at http://housing.rit.edu.

5.07 Cancellation Fees for Fall Semester

Cancellation Date Fee

No penalty if you cancel no later than May 1, 2020

- \$300 fee if you cancel from May 2 May 31, 2020
- \$500 if you cancel from June 1 June 30, 2020
- \$700 if you cancel from July 1 August 19, 2020

See section 1.05 for more information.

5.08 No-Show for Fall Semester

RIT will charge a \$700 no-show fee to students who are registered and have an RIT housing assignment who fail to sign out housing keys by August 19, 2020 (see section 3.03).

5.09 Failure to Move-Out on Scheduled Move-Out Day Rent

RIT will charge a resident \$50 per day for each day beyond the contract termination date (move-out date) that they fail to vacate. Failure to vacant appropriately can result in a lock change to prohibit access to the space. Cost of lock change will be changed to occupant.

5.10 Lock Change and Lost Key Charges

- RIT will charge a \$100 lock change fee to residents who fail to return their keys when vacating housing. Keys that are mailed back after the move-out date will not be accepted.
- In the event that a housing key is lost or stolen, it must be reported to RIT Housing. A lock change will be completed. The
 charge for a lock change is \$100. Failure to pick up the new key(s) after a lock has been changed will result in another lock
 change and additional charges.
- If the resident has repeated occurrences of signing out a loaner key, this implies that the resident has lost a key and a lock change will be completed. The appropriate charges will be assessed to the resident's student account.

5.11 Damage Charges

RIT will charge a resident responsible for damage a fee equal to the cost to repair or rectify any damage to RIT housing. If the responsible resident cannot be determined, all co-residents will be jointly and individually liable.

RIT will charge a resident the cost of removing their abandoned property. If the responsible resident cannot be determined, all coresidents on contract during the academic year will be charged for removal of abandoned items.

Charges assessed and totaled after the expiration of a resident's housing contract constitute a debt payable by the resident immediately.

5.12 Termination Fee - Applies for Full Academic Year Including Breaks

Any resident terminating their RIT housing contract to move to non-RIT housing (including the resident's parent's/guardian's home) and remains a registered student (full or part time) will be charged a termination fee of one half a term's rent. In addition to the termination fee, a resident will be held to the refund schedule outlined in *section 5.14*. Students who terminate their RIT housing contract due to reasons listed in *section 7.01* will not be charged a termination fee and will not be held to the refund schedule.

A current incoming freshman who remains a registered student is bound by the RIT residency requirement and may not terminate their housing contract to live in non-RIT housing without being granted a release (see section 1.06).

5.13 Prorated Rent Adjustment

RIT will adjust the rent amount for a resident terminating their housing contract and vacating housing as allowed for reasons listed in section 7.01. Adjustments will be based on a per day basis through the day the resident's key(s) and key return envelope are returned to RIT Housing.

After the fourth week no adjustment is given unless required under applicable law for students receiving Title IV funds. For further information, contact the Student Financial Services office.

5.14 Partial Rent Adjustment

RIT will adjust the rent amount for a resident terminating their housing contract and vacating housing for reasons other than those allowed in *section 7.01*. Adjustments, as outlined below, are based on the date that the resident's key(s) and key return envelope are returned to RIT Housing.

Refund Schedule

1.	First week of classes (100% refund)	Fall August 19 – August 26, 2020	Spring tba
2.	Second week of classes (75% refund)	Fall August 27 – September 2, 2020	Spring tba
3.	Third week of classes (50% refund)	Fall September 3 – 9, 2020	Spring tba
4.	Fourth week of classes (25% refund)	Fall September 10 – 16, 2020	Spring tba

5.15 Students on Co-Op/Study Abroad Rent

A resident whose co-op is located 45 miles or more from Rochester and requires the resident to relocate (not a co-op completed virtually) during fall semester, may maintain their RIT housing contract and assignment. This option is also offered to students who go on study abroad.

This option is not offered to students whose co-op is to be completed virtually or locally (within 45 miles of RIT). This option is not offered spring semester or summer term. Rent will be reduced for the term(s) that the resident is on co-op/study abroad to one-half the term's rent of the type of housing the resident is assigned to. Resident will not have key or card access to housing during the term(s) they are on co-op or study abroad. Resident is not allowed back into the housing held until the official move-in date of the term they are returning. Resident must notify RIT Housing in writing at dkbapt@rit.edu to participate in this special option no later than two weeks prior to the start of the term that they are registered for co-op or study abroad.

5.16 One Bedroom Apartments

One-bedroom apartments have the occupancy of one person. The rent rate as posted will be charged to the one resident. An occupancy exception will be made for a student who has a spouse, domestic partner, or child living with them.

If a one-bedroom apartment is over-occupied, the two occupants will split the rent rate posted for the one-bedroom at its regular occupancy level of one resident if the second occupant is a student. If not, the occupant who is the student will be responsible for the full rent.

If one of the two resident's ends their contract, the other resident is immediately responsible for the full rent rate. The reason the resident's contract ends has no bearing on the remaining resident's immediate responsibility to assume the full rent. The resident whose contract ends is not required to provide prior knowledge of this to the remaining resident and the lack of this information in a timely manner does not release the remaining resident from the responsibility to assume the full rent immediately.

5.17 Break Between Semesters Rent

Housing rent rates for each semester only cover periods when RIT is officially in session. Residents who maintain their RIT housing contract for the entire contract period (August 19, 2020 – May 8, 2021) will not be assessed additional charges during term break between fall and spring semesters.

A resident who remains in housing (has possession of housing key and items in housing) during the fall to spring term break period but does not return for spring semester classes will be charged \$50 per day for each day of the break until the date the resident's key(s) and the key return envelope are received by RIT Housing.

5.18 Extended Stay Fee

A \$50 per day fee will be charged to students who move-in prior to their scheduled move-in date. A \$50 per day fee will be charged to students who stay beyond their scheduled move-out date.

5.19 Restitution Fees

RIT will charge each resident on contract in a room, apartment, or suite \$100 in the event evidence is found that any building system (e.g., wireless devices, safety equipment, lock, elevator, fire alarm, fire extinguisher, smoke detector, telephone equipment, computer cable or pathway, plumbing/electrical system, etc.) was tampered with or altered. A second violation will result in removal from RIT housing.

RIT will charge any resident found responsible of causing an avoidable fire alarm or falsely activating an alarm up to \$200 for restitution.

Resident(s) who cause an avoidable fire alarm (burned food, candles and incense, etc.) and then intentionally leave the area to avoid meeting with the Fire Department and emergency personnel may be subject to appearance tickets issued by the Town of Henrietta Fire Marshal's office.

5.20 Reserved Parking Credit for RIT Inn Residents

RIT Inn residents may be eligible for a credit, not to exceed the cost of a reserved parking pass per semester.

5.21 Air Conditioner installation and Fee for RIT apartments

Resident owned air conditioners are only permitted in Perkins Green & Riverknoll and only if installed by RIT Housing. Resident must request an air conditioner installation by submitting an Air Conditioner Request on mylife.rit.edu. The student submitting the request agrees to pay a non-refundable fee of \$125 per season, per air conditioner unit for installation, removal, and utility expenses. The fee will be placed on the student's account once the air conditioner unit is installed. If it is desired that the fee is shared with roommates, the student submitting the request is responsible for collecting the funds from roommates.

Air conditioners may not exceed 5000 BTUs. Air conditioners not approved and installed by RIT Housing will be removed.

5.22 Special Cleaning Fee Due to Pet

All residents of an apartment, room, or suite will be charged a special cleaning, if any type of pet (unauthorized animal) is found to have resided in the unit for any amount of time. A second violation will result in removal from RIT housing (see section 9.08).

6 | TERMS AND CONDITIONS OF RIT DINING MEAL PLANS

6.01 General Terms and Conditions

By signing up for a Rochester Institute of Technology (RIT) Meal Plan, the account holder agrees to abide by all policies, rules, regulations, and procedures of RIT Dining. The terms and conditions of the RIT Meal Plan begins when the student's meal plan is opened by RIT Dining and ends when canceled by either RIT Dining or the student. If a student signs up for a RIT Meal Plan for summer classes, the account will be closed at the end of summer semester.

RIT Meal Plans, Meal Exchanges, Dining Dollars, and <u>Tiger Bucks</u> are placed on a student's RIT ID card. Dining accounts are non-transferable, and a student's RIT ID card will be confiscated if used by anyone other than the student.

Each student is responsible for safeguarding their RIT ID card.

Should a card become lost, either accidentally or by theft, RIT and RIT Dining assumes no responsibility for unauthorized purchases from the account prior to notifying RIT Dining of the loss. To report a lost/stolen card, account holders should contact RIT Dining at **585-475-2228** or in-person at the Dining Business Office located in the Student Alumni Union (SAU), room A520 Monday through Friday from 8:00 a.m. – 4:30 p.m. RIT Public Safety may also be notified 24 hours a day, 7 days a week at **585-475-2853**. Upon notification of a lost/stolen card, RIT Dining or RIT Public Safety will deactivate the card, preventing its future use. Account holders are responsible for any usage on the card up until the time it was reported lost/stolen. Cards must be replaced to maintain access and service. A replacement card may be obtained at the Registrar's Office. Replacement cards will be made in accordance with current policies regarding card replacement. The card holder will be responsible for any replacement fees.

6.02 RIT Dining Dictionary

Commuter: Any student who is not living in RIT Residence Halls, the RIT Inn, or Greek Circle Housing. Commuters include those living in Global Village, Riverknoll, University Commons, off campus apartments, their own homes, etc. Commuters are eligible for the commuter or required meal plan options.

Dining Dollars: A nontaxable electronic form of payment used to purchase perishable and nonperishable food and beverage items in RIT Dining locations and vending machines. Must use RIT ID card to purchase goods with Dining Dollars.

Gracie's Meal: Valid for one (1) meal at Gracie's, located in Grace Watson Hall. This meal is only included in the Tiger plans.

Greek Meal Plan: A meal plan available to full Greek members living in their established approved Greek Housing in Greek Circle. The residence halls are not considered Greek Housing for the purpose of qualifying for a Greek Meal Plan.

Meal Exchange: Valued at \$9.50, Meal Exchanges are options included in the Tiger Meal Plans. Meal Exchanges are used to allow students to exchange a Gracie's meal for up to \$9.50 towards a food purchase at any other RIT Dining locations on campus excluding Java Wally's, Nathan's Soup & Salad, concessions, and vending machines. If a student's meal exceeds \$9.50, the difference may be paid with Dining Dollars, Tiger Bucks, cash, or credit card.

Meal Plan: A Meal Plan is a prepaid account for a student's on-campus meals. At the start of the term, students pay for a predetermined plan to cover their meals throughout the semester/academic year. To purchase a meal, students must swipe their RIT ID card and the meal or meal cost is deducted from their meal plan account. All resident hall students are required to have a Meal Plan (see Required Meal Plan). Choices for meal plans can be found here.

NetNutrition: A tool that provides menu options, nutritional, and allergen information for select RIT Dining operations. This information can be found in the RIT mobile app under Dining or by clicking here.

Optional Meal Plan: A meal plan available to any student who does not live in RIT Residence Halls, the RIT Inn, or Greek Circle.

RA Meal Plan: A meal plans consisting solely of Dining Dollars that are provided from Residence Life to Resident Advisors as part of their employment. RA Meal Plans are not subject to the refund schedule.

Required Meal Plan: Meal Plans that are required for all students living in the Residence Halls. RIT Inn, and Greek Circle.

Rollover Dining Dollars: Dining Dollars that have not been spent by the end of the term in which they were purchased, and have been carried over to the following term. If a student has Dining Dollars remaining at the end of fall semester, 100% of the unused Dining Dollars are carried over to spring semester as Rollover Dining Dollars. Rollover Dining Dollars are not considered to be a Meal Plan, does not satisfy the required meal plan policy, and are not subject to the refund schedule.

Sponsored Dining Dollars: Dining Dollars that have been added to an account through an RIT funded source. These funds may be subject to RIT's taxable income reporting. Sponsored Dining Dollars are not considered to be a Meal Plan and does not satisfy the required meal plan policy. Sponsored Dining Dollars are not subject to the refund schedule.

Rochester Institute of Technology Terms & Conditions of RIT Housing and Meal Plans 2020-2021

Student Financial Services: The Office of Student Financial Services is RIT's central billing service center for tuition, fees, and other charges incurred by students.

Tiger Bucks: A taxable electronic form of payment. Tiger Bucks may be used on or off campus at approved vendors. Tiger Bucks may be used to purchase food or beverages, or items other than food or beverages from approved vendors as well as all RIT Dining locations. An RIT ID must be used to purchase goods with Tiger Bucks.

Tiger Spend: An online portal used to add Dining Dollars and Tiger Bucks to a student's account as well as check balances, view transaction history and request guest funds to be added to a dining account.

Voluntary Dining Dollars: Dining Dollars that can be purchased in addition to or without the benefit of a Meal Plan. Students may purchase Voluntary Dining Dollars through the online <u>Tiger Spend website</u>. Students should note that Voluntary Dining Dollars are not considered to be a Meal Plan and does not satisfy the required meal plan policy. Voluntary Dining Dollars are not subject to the refund schedule.

6.03 Business Practices

Under this Agreement a student's rights and privileges are non-transferable; they belong exclusively to the student and may not be assigned to anyone else on a temporary or permanent basis.

RIT Dining reserves the rights to collect payment through the student's RIT Student Account for charges that may include but is not limited to: bad checks, disputed credit card charges or offline transactions. Payment will be collected through Student Financial Services.

For convenience, students may purchase, view, and manage their RIT Dining account online. Students may purchase Tiger Bucks and Dining Dollars by using a credit card or EFT. Students can log into their account using their official RIT username and password. Students should NOT reveal their password to anyone. Neither RIT Dining nor RIT is responsible for any unauthorized charges to a student's account.

Official information regarding a student's RIT ID card and RIT Dining accounts are sent via email to the student's official university email account. RIT Dining reserves the right to contact all students who are on a RIT Meal Plan and all RIT card holders by mail, e-mail, or other electronic means regarding official information concerning RIT Meal Plans and associated programs. To ensure receipt of these emails students may need to add dining@rit.edu to their address book. Students should note if they forward their RIT email to another email address, they may not receive this official information. Students may not opt out of receipt of this official information. If the notification emails are blocked, it is the student's responsibility to be aware of official RIT Dining information.

The meal plan week begins at the opening of business on Sunday and ends with the close of business on Saturday. Meals and Meal Exchanges are not refundable, non-transferable, and cannot be used during <u>University break periods</u>. Unused weekly meals will not rollover from week to week.

Students may sign up for a RIT Meal Plan at <u>mylife.rit.edu</u>. RIT Dining agrees to rollover the unused balance until the end of the academic year as follows:

100% of the unused portion of the Dining Dollars balance attached to the RIT Meal Plan and 100% of Voluntary Dining Dollars will be rolled over from fall semester to spring semester. Any unused balance at the end of spring semester is forfeited. Any unused balance at the end of summer semester is forfeited.

These Terms and Conditions supersede any and all prior RIT Dining Terms and Conditions. Upon reasonable notice, RIT Dining can modify the Terms and Conditions during the term of this agreement. The modality of instruction, and the start and end dates for academic term instruction, on-campus housing and dining services, may vary from year to year.

6.04 Meal Plans: https://www.rit.edu/fa/diningservices/meal-plans.

General Information

An account holder will not be required to pay New York State sales tax on a RIT Meal Plan or Dining Dollars purchase. Some non-food items are exempt from all discounting and require the collection of sales tax. The purchase of all non-food items, alcoholic beverages, or tobacco products with any portion of meals, meal exchanges, or Dining Dollars account is strictly prohibited. If a student leaves the university before the end of the semester, their account may be subject to a New York State sales tax charge determined by the meal plan usage.

Required Meal Plans

RIT Dining meal plan participation is required for all students assigned to RIT Residence Halls, Greek Circle, and the RIT Inn. If no meal plan is chosen by the student, any student needing a required meal plan will be issued and charged for the lowest plan available to them. The meal plan may be changed up until the Sunday before classes begin (please see, Changes to Meal Plan) and can be upgraded to a higher cost meal plan at any time.

Rochester Institute of Technology Terms & Conditions of RIT Housing and Meal Plans 2020-2021

Upon signing a RIT Housing contract, a student's Dining Dollar and Tiger Bucks account is opened and the account holder is immediately responsible for all meals/Dining Dollars used and posted against their account. Students living in the residence halls or Greek Housing must choose a first year or upperclassman meal plan based on their class status. Students living in Greek Circle must choose a meal plan based on class status or a commuter/Greek Circle meal plan.

Commuter Meal Plans

Commuters may purchase an Optional Meal Plan at any time in the semester. Students may sign up for a meal plan at mylife.rit.edu.

Changes to Meal Plans

Changes to meal plans may only be made up until the Sunday before classes begin at the start of each academic semester (fall and spring). Changes to meal plans for the summer semester may only be made up until the first day of summer classes. Changes to meal plans must be made online at mylife.rit.edu. A student may upgrade their meal plan at no additional fees outside of the difference of the meal plan cost.

Dining Dollar balances cannot be transferred to a <u>Tiger Bucks</u> account. Tiger Bucks is a separate taxable declining balance program used to purchase food and non-food items at various retail outlets on and off campus.

Tiger Bucks

Tiger Bucks is another form of tender at RIT. It is subject to New York State tax laws and University Guidelines and Regulations. Tiger Bucks may be used to purchase food and non-food items (e.g. books, stationary, toiletries, art supplies etc.) at approved on and off campus vendors. There is no limit to the amount of Tiger Bucks that students may add to their account or spend in a day.

Tiger Bucks may not be used to purchase goods or services for resale and may not be converted to, traded, or exchanged to any other form of tender. Students cannot purchase Tiger Bucks with Dining Dollars.

Tiger Bucks carry over from semester to semester and remain active over university breaks and recesses. Except with respect to the funds described in the refunds section (please see Refunds for additional details), Tiger Bucks may not be converted to cash. Vendor refunds or merchandise returns made from Tiger Bucks purchases must be refunded in Tiger Bucks.

RIT Dining reserves the right to contact a customer and/or take action because of unusual activity on a customer account.

6.05 Deposits and Balance Verification

Visa, MasterCard, and Discover deposits may be made to Voluntary Dining Dollars or Tiger Bucks accounts anytime by going online to the Tiger Spend website or through a Tiger Spend Reload Station located in the SAU, Grace Watson or Crossroads. Check deposits may be made in-person at the RIT Dining Business Office located in the Student Alumni Union, room A520. Verification of account balances may be made anytime by going online to the Tiger Spend website, going to the RIT Dining Business Office, a cashier at any dining location, the RIT Inn or a Tiger Spend Reload Station. Student accounts cannot be billed and must be paid in advance with cash, check, Visa, MasterCard or Discover.

6.06 Cancellations & Refunds

Students may cancel their meal plan at any time. Refunds for cancelled meal plans will be provided as follows:

Meal Plan/Dining Dollars Refunds

Required Meal Plans (First year, Upperclass, Greek Circle, RIT Inn)

Unused meals/Dining Dollars cannot be refunded unless a student is officially released from the residence halls, Greek Circle, or the RIT Inn either through 1) withdrawal from the University (graduation does not constitute withdrawal) or 2) academic or disciplinary dismissal. Rollover Dining Dollars are not refunded from the previous semester and will be forfeited to the University if the student leaves. Notwithstanding the foregoing, Rollover Dining Dollars and Voluntary Dining Dollars are not considered to be a RIT Meal Plan and are non-refundable.

Optional Meal Plans (commuter, on/off campus apartments)

Rochester Institute of Technology Terms & Conditions of RIT Housing and Meal Plans 2020-2021

Unused Dining Dollars that are a part of an Optional Meal Plan cannot be refunded unless a student 1) withdraws from the University (graduation does not constitute withdrawal); or 2) incurs an academic or disciplinary dismissal. Students may receive a partial refund on their meal plan in accordance with the refund schedule (see below) minus sales tax placed on the used portion of the meal plan. Notwithstanding the foregoing, Rollover Dining Dollars and Voluntary Dining Dollars are not considered to be an RIT Meal Plan and are non-refundable.

Fall 2020 Refund Schedule

Prior to the start of classes: 100% of the unused meal plan is refunded 100% of the unused meal plan is refunded 100% of the unused meal plan is refunded 75% of the unused meal plan is refunded

9/3 - 9/9 (Week 3): 50% of the unused meal plan is refunded

9/10 - 9/16 (Week 4): 25% of the unused meal plan is refunded After 9/17 (Week 5-16): 0% of the unused meal plan is refunded

The refund schedule is based on the RIT Housing check out date or the last usage date of the student's RIT Dining meal plan, whichever is later. Refunds will be applied to the student's account at <u>Student Financial Services</u>. If there is any usage on a meal plan, students will see a NYS sales tax charge on their student account for the portion of Dining Dollars that was spent while on campus. Rollover Dining Dollars and Voluntary Dining Dollars are also subject to NYS sales tax charges.

Sponsored Dining Dollars, RA Meal Plans, Rollover Dining Dollars and Voluntary Dining Dollars are non-refundable and not subject to the refund schedule.

Tiger Bucks Refunds

Tiger Bucks may be refunded to students once they officially leave the University or by authorization of RIT Dining. Students must request a refund by emailing RIT Dining (dining@rit.edu) within three years of leaving the University. RIT Dining is unable to authorize a refund of unused funds if there is less than \$25.00 remaining in the account. Unused balances are remitted to New York State in accordance with Article 13 of the NYS Abandoned Property Law.

If students officially leave the University without requesting a refund of their unused Tiger Bucks, RIT Dining will maintain the unused Tiger Bucks balance for three years. There is no expiration date, however, unused balances are remitted to New York State after 3 years in accordance with Article 13 of the NYS Abandoned Property Law.

7 | RESIDENT'S RIGHT TO TERMINATE HOUSING

7.01 Allowable Terminations

A resident may terminate their housing contract for the reasons listed in this section.

Active military service: A resident called to active military service

Academic suspension: Verified in writing from the academic department or the Registrar's Office Leave of Absence: Verified in writing from the academic department or the Registrar's Office

Co-op / Resident Teaching/ Study Abroad: Changes in co-op or program status verified in writing by the Co-op Office or academic

department

Marriage: Certified by a marriage certificate

Graduation: Verified in writing from academic department

Withdrawal

7.02 Termination On or After the Scheduled Move-In Date

Termination on or after the scheduled move-in date for reasons other than those listed in section 7.01 will result in a termination fee (see section 5.12). Any resident terminating their housing contract is expected to check out (see section 4) of housing within 48 hours of submitting official paperwork as required below or receipt of notice of suspension.

RIT shall not be liable for any personal conflicts among residents or with the guests or invitees of any one co-resident. Therefore, a conflict between residents does not constitute grounds for the termination of housing contracts.

7.03 Termination by First Year Freshmen with Residency Requirement

Freshmen who have not been officially released from their housing contract, are registered students (full or part-time) and check out of the residence halls before the end of the academic year will continue to be charged rent for the remainder of the academic year.

Freshmen who are registered for classes, have not been officially released from RIT's first year live-on requirement, do not meet the requirements to be a local commuter, and are not living in RIT housing will be considered non-compliant and charged the full academic year residence hall rent.

Freshmen who have been officially released from their housing contract, are registered students (full or part-time), and move to non-RIT housing (including parent's) will be held to the refund schedule and assessed a contract termination fee (see sections 5.12 and 5.14).

7.04 How to Terminate

A resident can terminate a housing contract during the academic year by removing all their items from RIT housing and returning their housing key(s) by the specified vacate date for the term they are leaving. A termination fee may apply (see section 5.12).

8 | RIT'S RIGHT TO TERMINATE

8.01 Termination for Failure to Comply with Terms & Conditions of Housing

RIT Housing may terminate a resident's housing contract, with appropriate notice, for failure to comply with the Terms and Conditions of Housing.

8.02 Termination for Uncomfortable or Hostile Environment

Creating an uncomfortable or hostile environment for a roommate is prohibited. If the behavior of a resident, resident's dependent or spouse becomes a nuisance to the community or neighbors in the sole and exclusive judgment of RIT. The behaviors in question may be referred to the Center of Student Conduct & Conflict Resolution for adjudication. If found responsible for violating these terms and conditions or other related policies the assigned outcomes may result in removal from RIT housing and termination of the resident's housing contract.

8.03 Termination for Fraudulent Action

Any type of fraudulent action by a resident related to information, processes, and official documents required by RIT Housing is prohibited and may result in removal from RIT housing and termination of the resident's housing contract.

8.04 Termination for Harboring Ineligible Residents

Harboring ineligible students/non-students is prohibited and may result in removal from RIT housing and additional charges for rent. Individuals not on contract for the room, apartment, or suite are prohibited from occupying the space.

8.05 Termination for Violation of RIT's Student Code of Conduct

If a resident is found to be responsible under RIT's Student Conduct Process, RIT Housing may terminate the housing contract prior to expiration of the term. The foregoing also applies to all members of the resident's non-RIT family residing in the housing. In exceptional

circumstances involving dangerous behavior or the potential for it to occur, a resident may be asked to leave RIT housing in consultation with the Center for Student Conduct & Conflict Resolution Services. RIT Housing may terminate a housing contract prior to its expiration and remove a resident from their room in the event the resident's behavior is or has the serious potential to become a danger to themselves or others.

The reasons for terminating a resident's contract for endangering behavior must be set forth in writing and approved by the Director of the Center for Residence Life and the Director of RIT Housing in consultation with Student Affairs. Once approved, the resident may be required to leave RIT housing immediately and, if necessary, may be removed by RIT Public Safety, even though they may appeal the decision subsequent to leaving. A resident whose contract has been terminated for endangering behavior has 10 business days after termination to appeal the decision in accordance with the appeal provisions contained in the RIT Student Conduct Process.

Upon notification of an interim suspension or other action that might require a temporary move as required by Student Affairs/Student Conduct, RIT Housing reserves the right to add the cost of temporary housing to the resident's term rent.

9 | FACILITIES AND SERVICES

9.01 Utilities

Utilities are provided by RIT. Residents are requested to conserve energy when possible by keeping windows and doors closed and lights turned off when not in use. Water service is provided by RIT.

9.02 TV

TV service is provided by RIT.

9.03 Internet Service

All RIT housing has wireless access. Additionally, Ethernet jacks are provided by RIT throughout RIT housing, except in the Riverknoll apartment complex.

9.04 Keys

All RIT housing keys, except, RIT Inn are the property of RIT Housing and must be returned to RIT Housing in a key return envelope on the contract end date or the resident's move-out date, whichever comes first. Retaining keys beyond the move-out date does not extend the housing contract. Failure to return keys by the move-out date will result in a lock change and a \$100 charge (see section 5.10). Any unauthorized possession, duplication, distribution, use, or swapping of room keys, or exterior door keys is prohibited.

Residents must carry their keys at all times and lock their doors when they leave their rooms, apartments, or suites.

Residents moving from one RIT housing to another must pick up their new housing keys and return the key(s) for the housing they have vacated within 48 hours of the move or a lock change will be completed and a \$100 charge placed on the residents' student accounts. Failure to pick up and sign for RIT housing keys does not release residents from their rent responsibilities.

In the event that a housing key is lost or stolen, the resident must report it to RIT Housing and a lock change will be completed. Key replacements and/or lock changes resulting from a lost or stolen key will result in a \$100 charge (see section 5.10).

Altering any lock in RIT housing or installing additional locks without permission from RIT Housing is prohibited.

Defacing a key is prohibited.

Duplicating RIT Housing keys is prohibited. Any resident who violates this policy or is found in possession of a duplicated key may be referred to the Center for Student Conduct & Conflict Resolution for adjudication.

9.05 Air Conditioned Apartments/Suites

Air conditioners in apartments, University Commons, Global Village, and Greek houses are turned off in October and turned back on in the spring. Per manufacturer recommendations, to avoid damage to the unit, these types of air conditioners should not be operated

when the ambient temperature drops below 52 degrees Fahrenheit. While operating air conditioners, please keep room/apartment/suite windows closed to avoid damage to the air conditioning unit and save on energy costs (see section 5.11).

9.06 Non-Air Conditioned Apartments

Residents in apartments that do not have air conditioning may request to have a personal air conditioner they purchased installed in the apartment by submitting a maintenance request on mylife.rit.edu. If approved, additional fees will be charged (see section 5.21). All air conditioners will be scheduled for removal during the month of October. Residents may not install personal air conditioners without approval from RIT Housing. Personal air conditioners are not allowed in residence hall rooms.

9.07 Appliances

Residence Halls

A microfridge (microwave/refrigerator/freezer) is provided in each room. Additional personal microwaves or refrigerators are not allowed. Cooking meals in residents' rooms is not allowed. Microwaves provided by RIT Housing in microfirdge units are the only microwaves allowed in residents' rooms

Any hot beverage appliance that has an automatic shut off can be used in a student room. Appliances that are intended to be used for cooking are prohibited; examples are, but not limited to, rice maker, toaster, toaster oven, instant pot, air fryer, etc...

One microfridge unit will be provided for each residence hall and RIT Inn room personal refrigerators are prohibited in residents' rooms.

Apartments/Suites and Global Village

Microwaves and cooking appliances are permitted in apartments, Global Village, and University Commons suites.

RIT Inn

A microfridge (microwave/refrigerator/freezer) is provided in each room. Additional personal microwaves or refrigerators are not allowed. Cooking meals in residents' rooms is not allowed. Microwaves provided by RIT Housing in microfirdge units are the only microwaves allowed in residents' rooms

Any hot beverage appliance that has an automatic shut off can be used in a student room. Appliances that are intended to be used for cooking are prohibited; examples are, but not limited to, rice maker, toaster, toaster oven, instant pot, air fryer, etc...

One microfridge unit will be provided for each residence hall and RIT Inn room personal refrigerators are prohibited in residents' rooms.

9.08 Pets and Service Animals

No pets or animals, except fish and service and assistance animals, are allowed in RIT housing (see section 5.23). Piranhas, oscars, and other carnivorous fish are not allowed. The tank size may not be larger than 10 gallons. Any damage caused by a fish tank will be charged to the resident(s).

A resident with a disability who would like to request the use of a service or assistance animal due to their disability must contact the Director of Disability Services. Animals not approved by Disability Services as a service or assistance animal will be considered pets and excluded from housing. Refer to University Policy c.13

A resident with a service or assistance animal is responsible for the following:

Making sure the animal is house broken.

Taking the animal away from housing, parking lots, and commonly used walkways to relieve itself and cleaning up after the animal.

Keeping the animal under control at all times while on campus.

Keeping the animal clean, well groomed and free of pests.

Keeping the animal's living space clean.

Ensuring the health, safety, and humane treatment of animal.

Not leaving animal unattended or in the care of someone else for more than 24 hours.

Any damage caused by the animal to either persons or property.

9.09 Storage

No storage is provided for residents in any RIT housing. Under no circumstances are utility or furnace rooms, entrances, hallways, and lounges to be used for storage. Riverknoll townhouse crawl spaces may not be utilized for living or storage space by residents. In addition, storing of items (boats, furniture, building material, etc.) outside is prohibited.

Residents living in RIT housing during the summer term are prohibited from storing another resident's personal belongings. Any resident found storing another student's items are subject to loss of housing and up to a \$500 fine.

9.10 Housekeeping

Residents acknowledge acceptance of the room, apartment, or suite in its present condition, agree to maintain the room, apartment, or suite and leave it at the termination of the contract in move-in condition. Reasonable wear and tear is anticipated.

All trash/debris must be disposed of in the trash receptacles provided. Trash/debris may not be left in the common areas of the complex. Under no circumstances are residents to leave refuse in cartons or otherwise outside the dumpsters. In addition, no garbage can or refuse container of any kind, other than those provided by RIT, may be placed anywhere outside on the premises. Residents are responsible for picking up all garbage and debris outside their apartments or suites.

If abandoned trash is traced back to a particular unit, those residents may be referred to the Center for Student Conduct & Conflict Resolution and you may incur financial charges for it's removal. Living in a community means being responsible and courteous of others.

Residents are, at their own expense, responsible for cleaning their assigned room, apartment, or suites. Residents must remove waste materials regularly and maintain sanitary and safe conditions acceptable to RIT Housing and Center for Residence Life.

Specific cleaning responsibilities to return the apartment to move-in condition can be found at https://www.rit.edu/fa/housing/resources-guides. Each resident is responsible for keeping all provided appliances in clean, sanitary condition as well as for taking reasonable care in the operation and use of the appliances. If a fire alarm is determined to have been caused by a dirty stove, the resident must clean the stove before using it again or within 24 hours, whichever comes first. If the stove is not cleaned within 24 hours, RIT Housing will have the cleaning completed at the resident's expense. Charges for cleaning will be placed on the resident's student account.

Only appliances purchased and installed by RIT Housing are permitted in apartments/suites.

Residents may not paint, wallpaper, remodel, or make any structural changes to their rooms, apartments, or suites. Posters, photographs, paintings, etc. should be hung using 3M Command Strips. The use of contact paper on shelves or walls is prohibited. Duct tape may not be adhered to any surface in RIT housing. Residents shall not erect or attach any exterior wires, aerials, signs, etc., about the rooms, apartments, suites, or the premises.

Facilities Management Services custodial staff cleans suite bathrooms and all public areas in the residence halls only. Residents shall be financially responsible for all damage to rooms, apartments, or suites including, but not limited to, walls, floors, appliances, plumbing, heating, air conditioning, and ventilation systems (see section 5.11).

9.11 Pest Control

RIT Housing utilizes services of an exterminating company to help keep the environment pest free. Residents share in the responsibility of keeping their areas clear of debris that may encourage pests to manifest.

When there is a concern regarding any type of insect or pest, residents should contact RIT Housing. Residents may be held responsible if the cause of the pests/insects was a direct result of living conditions or contaminated furniture/bedding brought into RIT housing.

9.12 Care of Ceilings

Residents are strictly prohibited from affixing any object, allowing any objects, water, or any other liquids to come in contact with, or painting any ceiling areas.

9.13 Windows, Screens, and Balconies

Window screens and limiters must remain permanently in place to fulfill their purpose and to avoid loss. A fee will be incurred for screens that need to be replaced or reinstalled due to resident misuse (see section 5.11). No material (cardboard, foil, etc.) can be placed in windows for fire safety reasons. Residents may not throw things out of their windows or off balconies (RIT Inn & Conference Center). Nothing may be hung, attached, or stored on any balcony. No resident may hang laundry or shake rugs from a window or off a balcony. Tampering with windows is prohibited. No sign, signal, advertisement, flag, banner, or illumination of any kind shall be placed on or out any window or other part of the premises without the written approval of RIT Housing.

9.14 Furniture

Residents may not disassemble or modify any existing furniture or fixtures in their assigned housing, nor remove it from the premises. Residents may not bunk or loft beds in all of RIT housing. Only lofts purchased by RIT housing and assigned to specific housing units are allowed. Residents who wish to add additional space under de-lofted beds may purchase and use bed risers (up to 7.25 inches) to raise the height of a de-lofted bed. No oversized or heavy furniture is permitted in any RIT housing. Only one twin bed per student is allowed in the Riverknoll 2 and 3 bedroom townhouse double rooms. Water beds are strictly prohibited. No structural changes to rooms, apartments, suites, or public areas are allowed, including the attachment of furniture to walls, floors, or wall coverings of any type. No furniture may be removed from public areas. Wall shelves are not allowed in RIT housing. The use of temporary or permanent hot tubs is prohibited in RIT housing or about the premises.

9.15 Entry for General Maintenance

RIT, its agents, or representatives may enter any room, apartment, or suite to prepare a room/space for a new resident, to check the condition of the space and its furnishings, or to make necessary repairs to a space or equipment therein, at any time, with or without notice. No permission to enter the room, apartment, or suite is required from the residents.

9.16 Entry to Prospective Residents or Buyers

RIT, its agents, or employees reserve the right to enter, upon a scheduled appointment, any room, apartment, or suite for the purpose of displaying the same to prospective residents or buyers. No such appointment shall be necessary if this contract has been declared in default or if the resident abandoned the room, apartment, or suite.

9.17 Entry for Prospective Resident

RIT Housing, reserves the right to show the apartment to a potential resident. Every effort will be made to notify resident(s) in advance.

9.18 RIT Inn Pool

RIT Inn residents may only swim in the indoor/outdoor pool when a lifeguard is on duty. RIT Inn residents and their guests are required to follow all of the posted policies related to the pool, sauna, and whirlpool.

9.19 Parking

Residents and their guests shall comply with RIT's parking and traffic regulations at all times. Please refer to the Parking and Transportation website at http://www.rit.edu/parking.

Driving or parking on lawns, other landscaped areas, and walkways is prohibited. All vehicles owned by residents shall be properly licensed and registered with RIT. Any unlicensed vehicle will be towed and/or stored at the owner's expense. With the exception of flat tires, vehicle repairs including, but not limited to, oil changes are prohibited on all RIT property. Likewise, vehicles damaged in off-campus accidents or events may not be towed to RIT property to await repairs. RIT prohibits the storage of boats and campers in parking areas. Snowmobiles, three-wheelers, and mini-bikes are prohibited on RIT property.

Each apartment complex has designated visitor parking. Visitors staying longer than 24 hours are expected to leave a clearly visible note inside the windshield stating the dates the vehicle will be parked on the premises and the apartment number where they can be reached should it be necessary to move the vehicle. Residents are responsible for moving their vehicles and those of their guests to designated areas during snow removal or risk towing and storage fees.

9.20 Grills and Picnic Areas

Personal grills cannot be stored in rooms, apartments, suites, or on balconies (RIT Inn & Conference Center). Grills can only be used if they are located a minimum of 20 feet away from the building.

Residents of the residence halls and RIT Inn & Conference Center may request a grill for temporary use from Facilities Management Services. Grills are reserved, delivered, and picked up through Facilities Management.

Residents must keep designated picnic areas and grills clean and free of litter and debris.

9.21 Bicycle Racks

Bicycle racks are available within all RIT housing areas/complexes for student use. RIT Housing is not responsible for lost, stolen, and/or damaged bicycles. See section 15.01 for removal of abandoned/lost/improperly stored bicycles.

10 | USE OF SPACE

10.01 Commercial Business

Residents shall not use RIT housing, Ethernet, wireless, mailbox, or any part of RIT premises for any commercial business or purpose. RIT housing is for residential use only.

11 | CODES OF CONDUCT FOR RIT HOUSING

11.01 Community Expectations for All RIT Housing

Residents are expected to conduct themselves in a manner to allow for the quiet enjoyment of the property and premises. Conduct which infringes upon the rights of others to a quiet living environment that supports residents' academic pursuits is not acceptable under any circumstances.

In addition, a current resident of RIT housing is expected to create a welcoming environment for a new roommate assigned to their room, apartment, or suite.

A resident's right to sleep or study takes precedence over another resident's desire to have guests, watch television, play music (including musical instruments) etc., in the room, apartment, or suite. Denying a roommate access to the room, apartment, or suite or interfering with a roommate's right to study or to sleep is prohibited.

The Center for Residence Life and RIT Housing staff reserve the right to remove and/or request the removal of materials which contain unprotected speech as defined in RIT's policy on freedom of speech and expression (C11.0) that are facing a public area including, but not limited to, doors and windows.

Providing false information, lying, forging, or any other type of misrepresentation concerning a violation of policy, when questioned by a Center for Residence Life or RIT Housing staff member or any other RIT official, is prohibited. Actions in violation of RIT policies, including but not limited to the student conduct process (D18.0) and student gender-based and sexual misconduct policy –Title IX (D19.0) are also prohibited.

Entry into unauthorized areas (roof, boiler room, storage room, other resident apartments/suites/rooms, ball room, etc.) without proper permission from RIT officials is prohibited.

The denial of access to all public areas, except when they are in use for authorized and registered activities, is prohibited. Theft, vandalism, and damage of property are prohibited.

11.02 Visitation/Overnight Guests

Any guests must be hosted in alignment with the RIT safety plan. A guest is defined as any person present in a room, suite, or apartment who does not hold a valid housing contract for that particular residential space. This includes current RIT community members and non -RIT affiliated persons. When permissible by the RIT safety plan visitation on single-sex floors and rooms, apartments, or suites is allowed. Guests must not compromise the personal or academic well-being of room/suitemates or other building residents.

The following conditions and procedures apply to the hosting of guests:

- Consent for a guest's visit must be granted by all room, suite, or apartment residents.
- Hosts must strictly respect the privacy and right to normal use of the room, apartment, or suite by roommates.
- Guests must be accompanied by their host at all times. Hosts are prohibited from providing their guests with keys or use of their University ID to access rooms, residence halls and/or apartments.
- A guest(s) visit may not exceed three (3) consecutive nights, and may not total more than six (6) nights per calendar month except by special written permission from the resident's Residence Life Area office.
- If a resident's guest is a minor, the student should seek permission from the Residence Life Assistant or Associate Director in their residential area prior to the guest arriving.
- Guest(s) may not move in their belongings.
- Guest(s) may not sleep in any public areas.
- The resident, as host, assumes full responsibility for their guest's behavior. It is the responsibility of the host to ensure their
 guests are following all published RIT policies including the RIT Standards of Conduct and Housing Terms & Conditions of RIT
 Housing.
- Hosts may be held responsible for the behavior of their guests through the RIT Student Conduct Process.
- If a guest is not affiliated with RIT, they are required to obtain a parking permit for their vehicle in-person with the RIT Parking & Transportation Services office located in Grace Watson Hall. The office is open from 8:00 a.m. 5:00 p.m., Monday Friday. The RIT resident may also attain a permit for their guest at the parking office prior to the visit.
- If a guest utilizes a service animal, the guest must advise Disability Support Services in advance of their visit. The office is located in the Student Alumni Union Room 1150, and is open 8:00 a.m. 4:30 p.m., Monday-Friday. Their phone number is 585-475-2023; email is SA-DisabilityServicesOffice@rit.edu.

Room/Suitemate Concerns:

- Whenever a resident has a concern about the presence of a guest in the room it is recommended that they approach the room/suitemate that the guest is visiting to express their concerns and to seek to resolve the issues.
- If Residence Life or Housing receive a complaint that the presence of a guest is unreasonably interfering with the academic or personal well-being of residents or that room/suitemates are unable to agree on the time, date, frequency, and duration of each other's guests, Residence Life staff may restrict the presence of guests in that room/suite/apartment until such time that the room/suitemates are able to come to a mutually satisfactory agreement about visitation.
- As deemed appropriate, such matters will be addressed through informal discussions among room/suitemates or with the
 assistance of Residence Life staff members. Should such efforts fail, Residence Life staff shall have the authority to
 establish reasonable parameters for visitation and all residents of that room/suite/apartment will be expected to adhere to
 those terms. Failure to abide by those terms will result in the matter being referred to Student Conduct.

11.03 Parties/Gatherings

All private parties and gatherings will not be permitted in RIT Housing.

11.04 Sports Play

Sports playing is not allowed anywhere inside RIT housing, lobbies, tunnels, hallways, or walkways. Only Frisbee, hackie sack, and four-square are allowed in the residence hall quad areas.

The use of skateboards, bikes, roller blades, roller skates, scooters, or similar devices in any area of RIT housing or tunnel areas is prohibited. Use of such items on roadways or walkways requires extreme caution. Skateboards, roller blades, etc., are not permitted around any of the building perimeters, interior or exterior stairways, entrance ways, breezeways, or residential quads.

The use of squirt guns and Nerf guns are not allowed anywhere inside RIT housing, including the tunnels. Paintball guns are prohibited.

11.05 Quiet Hours

Violation of established RIT housing quiet hours is prohibited. There are mandatory quiet hours for RIT housing each evening that are to be observed throughout the academic year; they are 11:00 p.m. to 7:00 a.m. Sunday through Thursday and 1:00 a.m. to 7:00 a.m. Friday and Saturday. Any community may choose to vote on and enforce stricter quiet hours. Twenty-four hour courtesy hours are always in effect. During exam weeks all areas observe 24-hour mandatory quiet hours.

11.06 Solicitation

Solicitation or canvassing of any kind by a resident or others, without the prior consent of RIT Housing and the Center for Residence Life, will not be permitted in, or about the premises. Any money-making form of business operated from RIT housing is prohibited. Proselytizing (religious solicitation) is prohibited.

11.07 Smoking

Smoking cigarettes, electronic cigarettes, and/or vapor cigarettes is prohibited in RIT housing. Smoking is only permitted in designated areas outside (see section c16.0 Tobacco - Restricted University Policy). Any resident who violates this policy will face a student conduct hearing or termination of their housing contract and, in addition, will be charged the cost of the special cleaning process to convert the room, apartment, or suite back to a non–smoking space.

12 | REQUIREMENTS FOR SAFE LIVING

12.01 Unauthorized Entry and Door Propping

Unauthorized possession, duplication, or use of keys/swipe cards to any university premises or unauthorized entry to or use of university premises is prohibited. Door propping and lock/latch tampering which breaches facility security and the safety of occupants is prohibited.

12.02 Insurance

RIT strongly recommends that a resident's possessions be covered by an adequate insurance policy. RIT is not liable for any damage to the resident's property anywhere on the premises, (e.g., damage to clothes in laundry machines, water leaks, fire, flood, food loss, etc.) or the loss or theft of property either in the resident's room, apartment, suite, or outside their housing. RIT requires residents to keep their doors locked at all times to prevent theft. RIT is not liable for any damage to the resident's property by another resident or any third party. All personal valuables should be identified and labeled. Further information is available from RIT Housing or the resident's family insurance agent.

13 | FIRE SAFETY AND CODE COMPLIANCE

Residents shall give immediate notice to RIT Public Safety and RIT Housing of fire, accident, damage, discharge of fire extinguishers, and dangerous/defective conditions.

When an alarm is activated, all occupants must vacate the building. Refusal to leave a building during a fire alarm, to cooperate with any reasonable request by an RIT official, or to produce identification upon request, is prohibited.

A resident with disabilities must contact RIT Disability Services, RIT Housing, Center for Residence Life, and RIT Public Safety prior to move in if assistance during an emergency/fire alarm is needed. Necessary precautions for safe departure will then be put in place for the resident in case of emergencies. Likewise, a resident whose mobility becomes impaired during their stay in RIT housing is required to notify RIT Disability Services, RIT Housing, Center for Residence Life, and RIT Public Safety so assistance during an emergency can be given if needed.

Deaf/hard-of-hearing students will be assigned housing with strobed fire alarms.

A resident found responsible of causing an avoidable fire alarm or falsely activating an alarm may be charged up to \$200 in fire alarm fines (see section 5.19). The host resident is responsible for a guest that falsely activates an alarm.

Resident(s) who cause an avoidable fire alarm (burned food, candles and incense, etc.) and then intentionally leave the area to avoid meeting with the Fire Department and emergency personnel may be subject to appearance tickets issued by the Town of Henrietta Fire Marshal's office.

13.01 Entry for Monthly Inspections

RIT Housing staff will enter all apartments/suites on a monthly basis for the purpose of inspecting fire alarm systems and determining if health and safety violations exist. The inspection of fire alarm systems, includes, but is not limited to, fire extinguishers, sprinklers, smoke detectors, CO detectors (where applicable), and combustibles. The monthly inspection of fire alarm systems is required by the New York State Office of Fire Prevention and Control (OFPC). Residents are not required to be home at the time of the inspection. RIT Housing will provide notice of the monthly inspections prior to the time of inspection.

OFPC will also inspect RIT apartments/ suites and residence hall rooms on an annual basis. The timing of this inspection is determined by the State, therefore advance notice of the specific date and time of the inspection is not possible. Residents are not required to be home at the time of the inspection. RIT staff will accompany the State Fire Inspector during the inspection process.

Any violation(s) or item(s) found during the monthly health and safety inspection that violate RIT's Housing contract will be documented. The student will receive notice to remedy the violation(s) or to remove the item(s) immediately. Students may face fines, disciplinary action as well as the removal of the item(s) if the violation(s) is not remedied or if the item(s) is found in any subsequent visits to the unit during the academic year.

Any item(s) found during an inspection conducted by OFPC will be confiscated immediately. The confiscated item(s) will be stored for one (1) semester. If the item(s) is not claimed at the end of the semester, the item(s) will be deemed to be abandoned and disposed of by RIT staff within their sole and exclusive discretion and without further notification.

All confiscated item(s) will be stored by Residence Life. Students should arrange a time to retrieve the item(s), with Residence Life, however, once returned, the item(s) must immediately leave campus.

Any item(s), whether found during the monthly health and safety inspection or during the inspection conducted by OFPC that is deemed to pose a significant risk to the student or community will be removed immediately. The item(s) will not be returned.

RIT is not liable for the loss, damage or destruction of items removed during the inspection process.

NOTE: A list of common health and safety violations and prohibited items can be found in section 13.04.

13.02 Entry for Emergency Reasons

RIT Housing, RIT Public Safety, and Center for Residence Life reserve the right to enter into RIT housing for emergency reasons without prior notification. RIT, its agents, or representatives will lock the housing upon leaving it. RIT may enter to search the resident's housing only with the resident's permission, a warrant, or authorization from the Senior Vice President of Student Affairs or Senior Vice President of Finance and Administration.

13.03 Tampering, Altering, or Changing Building Systems

Tampering with, altering, or changing any building system (e.g., wireless devices, safety equipment, lock, elevator, fire alarm, fire extinguisher, smoke detector, carbon monoxide detector, telephone equipment, computer cable or pathway, plumbing/electrical system, etc.) is prohibited. Strobe lights, smoke detectors, sprinklers, etc. cannot be obstructed by any material or object.

Tampering with any emergency equipment is prohibited and the responsible resident may face Student Conduct charges, restitution charges, and/or termination of his/her housing contract (see section 5.19).

13.04 Use of Living Room/Common Space as a Bedroom

Residents may not utilize the common area or living room area of an apartment/ suite as a bedroom.

13.05 Bedding and Mattress Guidelines

RIT Housing requires, for safety purposes, that only mattresses purchased by RIT Housing be used where beds are provided. Only mattress pads (egg crate and all foam mattress pads/toppers) that have this information on the tag are approved: "Notice this article meets the flammability requirements of California Bureau of Home Furnishings technical bulletin 117.2013". Electric blankets are not allowed in any RIT housing. Nothing can be placed on the bed platform in the residence halls except a mattress.

13.06 Lighting

Decorative lighting sets must be LED and bear UL listing tags and are only allowed in moderation. Lighting sets are prohibited in corridors and around room doorways. Lighting may not be in contact with paper or combustible decorations, may not be hung from ceilings, and cannot be attached using tacks or nails. Torchier or any style lamp(s) that use a halogen bulb 300 watts or more is prohibited. Torchier style lamps that use a compact fluorescent or incandescent bulb are permitted.

13.07 Wall Hanging and Apartment Decorations

Posters, and other combustible decorations cannot exceed 10% of the aggregate area of the walls. Items must be placed directly against a wall and should not interrupt the operation of the smoke detector. Nothing can be attached in any way to or on the ceiling, or to fire sprinkler heads where that equipment is provided. Items may not cover outlets, emergency switches, or safety equipment. Fabric materials, such as curtains, banners, flags and tapestries are prohibited.

13.08 Additional Items and Actions Prohibited in RIT Housing

Items and actions prohibited in RIT housing include, but are not limited to:

- Possession or use of candles, incense, or other open flame devices
- Free-standing walls or dividers
- Setting materials on fire and possession or use of flammable or highly combustible material
- Fog machines and similar devices
- Portable space heaters (unless provided by RIT Housing)
- Kerosene heaters and exterior fireplaces (chimneys, patio fire pits, etc.)
- Extension cords and multi-plug adapters. Residents may use a UL-listed plug strip that has a circuit breaker. No more than one strip can be used per outlet. The strip should not pose a safety hazard.
- Flammable liquids, propane tank, fireworks, explosive devices, canned or compressed gases, poisons, highly combustible substances, chemicals, etc.
- Possession or use of gasoline/electric powered vehicles, engines, or power tools regardless of their state or dismantlement.
- Illegal or unauthorized possession of firearms, explosives, other weapons, or dangerous chemicals.
- With the exception of cell phones, electronic equipment capable of transmitting radio waves of any frequency(e.g., shortwave, citizen, or amateur bands) are not permitted without written permission from Jeremy Babcock, Executive Director of Housing Facilities (jibapt@rit.edu). External aerials, masts, satellite dishes, etc. cannot be mounted on any permanent structure.
- Falsely reporting a fire, bomb threat, serious injury, or any emergency situation.
- Bed risers with built in outlets.

13.9 Emergency Switch

Bedrooms in University Commons, Global Village, and Greek Circle are furnished with an emergency switch that is linked to Public Safety, when activated, will sound an alarm indicating an emergency within that particular bedroom/suite.

13.10 Security Cameras

Security cameras are located throughout the first floor, building entrances, lobbies, laundry rooms and, exterior of several RIT residence halls, Global Village, apartment areas, and University Commons. Information recovered from these cameras can be used to investigate possible violations of law and/or RIT housing or other university policies.

13.11 Balconies

Nothing can be hung, attached, or stored on balconies.

13.12 Safety Guidelines for Holiday Decorating in Your Apartment/Suite/Room

- No candles, incense, or other open flame devices permitted.
- Decorations must be made of fire-resistant or non-combustible materials.
- All twinkle lights and rope lighting must be LED.
- Use power strips instead of extension cords and make sure they are positioned so they do not cause a safety hazard.
- Never place power strips under a rug or throw mat.
- Decorations shall not be placed on or around any fire detection device (heat sensor, smoke detectors, sprinklers) or on the fire extinguisher cabinets or fire alarm pull boxes.
- Real holiday trees are only permitted in your apartment/suite/room with approval. Approval to purchase a tree can be given by Craig Hauschild, Grounds Mechanic for Housing. Please contact Craig prior to the purchase of a tree at (585) 475-4655 or_cehapt@rit.edu.
- Once a tree has been approved, the following safety guidelines must be met.
- 1. Tree MUST NOT be over 6 feet tall and should be fresh, watered frequently, and kept away from heat.
- 2. Trees must be taken to FMS Grounds Building (Bldg. 99) to be sprayed with a fire-retardant material. Sprayed trees will be marked/tagged by FMS.
- 3. All trees and holiday decorations must be removed prior to Thursday, December 19th in an apartment/suite/room being vacated for the holiday break. For apartments/suites/rooms that will be occupied over the semester break, trees may remain up until January 1, 2020.

14 | COMPLIANCE WITH LAWS

14.01 Federal, State, and Local Laws

All federal, state, and local laws of the Town of Henrietta are also in effect on the RIT campus. Violations of these laws are also violations of RIT policies and can result in arrest by outside law enforcement, or in a student conduct hearing by RIT. Failure to comply with any authorized personnel will result in a student conduct hearing by RIT. RIT expects each resident to assume the responsibility to protect his or her own individual rights as well as rights of others. Any person violating any individual's rights will face appropriate action (see section 8.03).

14.02 Alcohol and Drug Regulations

Residents and guests of RIT housing shall abide by RIT's policies, procedures, and regulations, and local, state, and federal laws regarding alcohol and drug use. Behavior which is dangerous to oneself or others and/or disturbs the learning and living environment in RIT housing resulting from the use, sale, service, or possession of alcohol or illegal drugs is prohibited. Such behavior will result in RIT Public Safety intervention and campus disciplinary action. Violations of the New York State drug laws are prohibited. This includes the use, sale, or possession of any illegal drug, plant, narcotic, or controlled substance. Personal use of prescribed drugs is allowed. The making of alcoholic beverages including beer, wine, or liquor is prohibited. Drug and alcohol paraphernalia (beer funnels, beer pong tables, bars, bongs, pipes, etc.) is not allowed in RIT housing.

Residents violating the RIT Student Alcohol and Drug Policy will be subject to the campus student conduct process as defined in RIT Policy D18.0, and to the student conduct actions and sanctions described in this policy. All guests or visitors to the campus must also comply with the provisions of this policy or risk removal from the campus and possible future restriction from campus property.

Residence Halls, Global Village, Greek Circle

The consumption, possession, or evidence of alcoholic beverages, including empty alcohol containers, is prohibited in all RIT residence halls (including Greek houses and house basements), Global Village, and Greek Circle regardless of the resident's age or circumstances. Alcohol may not be illegally used, possessed, manufactured, or exchanged on RIT owned or operated property or at RIT sponsored events. No alcohol may be sold or exchanged for money on RIT property or at RIT sponsored events without a New York State liquor license. The RITZ Sports Zone and the Global Village restaurant will continue to be licensed premises and will be permitted to serve alcohol to individuals who are at least 21 years of age.

RIT Inn and Apartments/University Commons Suites

If the resident is age 21 or older and resides at the RIT Inn or in an RIT apartment/suite he/she may possess and consume alcohol in their room, apartment, or suite. No alcohol is permitted in common or public areas. Bulk containers of alcohol (kegs, beer balls, or other containers of alcohol that exceed a quart or one-liter) are prohibited in all RIT housing. Open containers of alcohol are not permitted outdoors, on a balcony, or in common or public entrances, hallways or stairways. RIT reserves the right to revoke alcohol privileges for any area of campus at any time.

15 | LIABILITY

15.01 Abandoned Property

RIT Housing and its employees and agents assume no responsibility for loss, damage, or destruction to personal property left behind in a resident's assigned room, apartment, suite, or any other location on the premises.

Locked and unlocked bicycles left at racks or other fixed objects (e.g. trees, railings, etc.) will be considered abandoned/lost or improperly stored as defined by this policy. RIT Housing Facilities staff will attach an "Abandoned/Lost Bicycle Notice" or "Improper Bicycle Storage Notice" on a bicycle deemed to be abandoned/lost or improperly stored to notify the owner that the bicycle is subject to removal. After seven days, a bicycle tagged with a notice will be removed from the location by RIT Housing by whatever means necessary. RIT Housing is not responsible for damage caused during the removal of a bicycle.

Removal of the "Abandoned/Lost Bicycle Notice" and "Improper Bicycle Storage Notice" from the bicycle will not constitute a claim of ownership by the owner. Additionally, failure of the bicycle owner to receive said notices shall not be a valid defense to actions taken by RIT Housing staff in removing a bicycle.

To prevent the removal of a bicycle, the owner must remove the bicycle or personally contact the RIT Housing Facilities Office at (585) 475-6579 and present reasoning as to why the bicycle is not abandoned, lost, or improperly stored. Bicycles that block egress and violate code regulations will be immediately removed.

RIT inspects and identifies bicycles that, based on appearance and other factors, appear to be abandoned. Any bicycles deemed to be abandoned will be confiscated. Owners wishing to redeem confiscated bicycles may pick up their bike at the Public Safety office in Grace Watson Hall. The owner must provide proof of ownership to claim the bicycle. Any confiscated bicycle not claimed within 90 days will be donated by RIT Public Safety and will be unrecoverable from that point.

15.02 General Liability

RIT shall not be liable for any personal injury to any resident or any damage to or loss of resident's property including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, or any other crimes. All personal property placed or kept in RIT housing or in any space or anywhere on the adjacent premises of RIT, shall be at resident's sole risk and RIT shall not be liable for any damages to or loss of, such property.

RIT requires residents to keep their doors locked at all times. Residents are encouraged to secure renters insurance or similar coverage to cover any loss or damage to personal property.