2013-2014 ACADEMIC YEAR CONTRACT

Herkimer County Community College Housing Corporation
Student Housing Contract

This page is a check list for your reference and should not be returned with the housing application.

The following items must be completed to secure a space in on-campus Housing (There is no due date, but on-campus housing is limited and offered on a first come, first served basis):

_____ Complete & return the entire contract (pages 1-7) to the address at the top of page 1 of the contract

_____ Pay $350.00 Security/Damage Deposit

The following items must be completed prior to August 1, 2013:

_____ Receive and mail proof of High School graduation to HCCC Admissions Office (New Students)

_____ Complete Health Office form and provide immunization records to HCCC Health Office (New Students)

_____ Apply for and complete Financial Aid process

_____ Register for and take placement exam (New Students)

_____ Register for at least 12 credit hours

The following item must be completed prior to September 16, 2013 in order to continue to live in on-campus housing:

_____ Return Certificate of Residency to HCCC Bursar's Office

THIS PAGE LEFT BLANK INTENTIONALLY

2013-2014 ACADEMIC YEAR CONTRACT

Herkimer County Community College Housing Corporation
Student Housing Contract

RETURN CONTRACT TO:
Office of Residence Life & Housing
400 Lou Ambers Drive
Herkimer, NY. 13350

FOR OFFICE USE ONLY
_____ Completed Contract
_____ Deposit Received
_____ Contract Processed

PLACE PHOTO HERE
(Applications without photos or security deposits will not be processed)

If more than one person is in the picture, please describe yourself:
_____
_____
_____

This lease will be for: _____ Full Academic Year (2013-2014 yr.) _____ Spring Semester ONLY (January 2014)

I am a: 1st Year student _____ 2nd Year (2nd Semester or more @ HCCC) _____ Transfer _____

Please complete/circle appropriate answers (**Please PRINT Clearly**):

Complete name as used on college admissions application

Student Name: _____ Sex: **M F** Date of Birth: _____/_____/_____

SS#: _____-_____-_____ Home Phone #: (____) _____-_____ Cell Phone #: (____) _____-_____

Permanent Address: _____
Street City State Zip

Student's Email Address: _____@_____.com

Course of Study/Major: _____ _____

Parent or Guardian's Name _____

Parent or Guardian Address: _____
Street City State Zip

Parent Phone #: (____) _____-_____ Parent Work Phone #: (____) _____-_____ Parent Cell Phone #: (____) _____-_____

Parent E-mail Address: _____

Herkimer County Community College Housing Corporation Mission Statement

The Herkimer County Community College Housing Corporation is committed to facilitating and enhancing the academic, social and personal growth of the Student, by fostering an atmosphere of open communication, responsibility, and mutual cooperation. We are committed to a policy of non-discrimination in all operations and facilities. Housing assignments are not made based upon age, race, religion, national origin, disability or sexual orientation.

THIS CONTRACT SETS FORTH THE TERMS AND CONDITONS OF OCCUPANCY FOR STUDENT HOUSING AT HERKIMER COUNTY COMMUNITY COLLEGE (THE "COLLEGE"). THE HOUSING IS OPERATED BY THE HERKIMER COUNTY COMMUNITY COLLEGE HOUSING CORPORATION (THE "CORPORATION"). WHEN THIS APPLICATION IS ACCEPTED BY THE CORPORATION, THE TERMS AND CONDITIONS HEREOF ARE LEGALLY BINDING UPON IT AND THE STUDENT, THE STUDENT'S SPOUSE, AND ANY OTHER FINANCIALLY RESPONSIBLE PERSON (COLLECTIVELY REFFERED TO HERIN AS THE "STUDENT").

2013-2014 ACADEMIC YEAR CONTRACT

Herkimer County Community College Housing Corporation

Student Housing Contract

I. ELIGIBILITY FOR STUDENT HOUSING

Any full-time matriculated student registered (at least 12 on campus credit hours) at the College is eligible for housing in either of the Campus Meadows, College Hill, or Reservoir Run apartment complexes. Students enrolled with fewer than twelve (12) credit hours may be eligible for housing at the discretion of the Director of Residence Life. The Corporation reserves the right to remove students from on-campus housing who drop below 12 credit hours or who are not attending classes.

II. TERM

The occupancy term shall be the normal academic year of the College consisting of a Fall and Spring Semester. (Occupancy is not permitted during vacation periods or "Winter-Mini session," unless written permission is obtained from the Director of Residence Life with an additional charge). Housing is not available during the summer vacation.

III. WAIT LIST POLICY

Placing students on a wait list is not a guarantee of housing. It is still the responsibility of the student to secure him/her own housing. Students will begin to be placed on a wait list when all available on-campus housing spaces are filled. A contract and security/damage deposit is required to be placed on the waiting list. If placed on a wait list for on-campus housing, the student should investigate off-campus housing options. If the student decides to secure off-campus housing, he/she must immediately notify the Residence Life & Housing Office and the security deposit will be returned within 10 business days. This deposit will also be returned if a space does not become available.

IV. PAYMENT INFORMATION

A. Dining Plans—All residential students will be required to purchase a Campus Dining Plan through the College Faculty Student Association (FSA).

B. Security Deposit—All Students are required to pay a $350.00 Security Deposit at the time that this contract is submitted. Financial aid cannot be used to pay the Security Deposit. Liability for damage is not limited to the amount of the Security Deposit. Payment of the Security Deposit should be made by check or money order and made payable to Herkimer County Community College. Credit Card payments may also be made through the college Bursar's Office or online at www.herkimer.edu/payments.

Please fill in this section:

$350 Security Deposit Enclosed with this contract $_____

$350 Security Deposit paid with Credit Card (Bursar's Office) $_____

C. Housing Charges

	Fall Semester	Spring Semester	Total
Campus Meadows	**$2855.00**	**$2855.00**	**$5710.00**
College Hill Single	**$3163.00**	**$3163.00**	**$6326.00**
College Hill Double	**$2855.00**	**$2855.00**	**$5710.00**
Reservoir Run	**$3367.00**	**$3376.00**	**$6734.00**

*** THIS CONTRACT AND COSTS ARE SUBJECT TO CHANGE UNTIL JUNE 14, Prior to each academic year. ***

D. Payment of Semester Rent

Charges for housing will appear on the College's tuition bill. Payment for housing charges may be made via check, money order, credit card (Master Card, Visa, Discover), or through Student Online Services at www. herkimer.edu. If payment is received prior to the College's bill being generated, both the charge and payment will be reflected on the bill. Financial aid funds will always be applied first to tuition and fees. Any remaining excess aid will automatically be applied towards housing charges. Balances not covered by the student's financial aid will be reflected on the College bill and will need to be paid upon receipt. Any student who does not receive sufficient aid to cover all charges, will have the option to apply for the Sallie Mae Tuition Pay budget plan, which allows a student to split the balance due on the bill over four monthly payments for a $35 Tuition Pay fee. Full information on the Tuition Pay budget plan will be provided with the College's bill. The William D. Ford Direct Parent Loan and private Alternative Loans are other means for families looking at other options to help pay college costs. For more information regarding these loan programs contact the Financial Aid Office at 315-866-0300 x8282

E. Unpaid Rental Fees
The balance of any rental fees not paid by the student or financial aid will be the responsibility of the student (which includes the guarantor). Students will lose financial aid if they drop to part-time status (less than 12 credits) and or do not meet minimum class attendance requirements, which may lead to removal from student housing.

F. Collection Cost Fees
In the event that the Corporation must use legal remedies to collect rent and/or damage payments, all additional legal and collection fees will be the responsibility of the Student, and the Student hereby agrees to pay same as additional rent.

V. CANCELLATION

A. All housing contract cancellations must be submitted in writing to the Residence Life & Housing Office and received by the due date. Students canceling this agreement on or before July 1 for the fall semester or December 15 for the spring semester will receive a full refund of the Security Deposit. Any cancellation after July 1 for the fall semester and December 15 for the spring semester, will result in forfeiture of the Security Deposit.

B. Any contract **received** after July 1 for the fall semester and December 15 for the spring semester, will have 14 days from the date received (up to the day before classes begin) to cancel their contract and receive a full refund of the security deposit. If the contract is canceled after 14 days, the security deposit will be forfeited.

C. Any cancellation due to formally withdrawing from HCCC between the first day of classes and the third Friday of classes will be billed based on a pro-rated daily rate and forfeit the security deposit. Any cancellation after the third Friday of classes will result in the forfeiture of the Security Deposit and Student will remain liable for that semester's rent.

D. Students wishing to move off-campus between semesters, must apply in writing detailing a change in financial status since entering into this agreement. If approved, the student will forfeit their security deposit and be charged the equivalent of one month's rent. If not approved, the student will be responsible for the rent for the semester and all other charges.

VI. DISMISSAL

Students who are dismissed from the College for academic or disciplinary reasons, or removed from any Corporation operated property for a violation of this Agreement, the Residence Hall License, or *the Student Code of Conduct*, shall forfeit the Security Deposit and are liable for the full rent for that semester.

VII. WITHDRAWAL, TRANSFER, or GRADUATION

Students who transfer or withdraw from The College at the end of the fall semester must make cancellations in writing with proper supporting documentation in order to be released from the academic year obligation minus their Security Deposit. Students, who graduate from The College at the end of the fall semester, must also make cancellations in writing with proper supporting documentation in order to be released from the academic year obligation and receive refund of their security deposit minus any damage charges. Students who do not notify the Residence Life Office by January 10, that they will not be returning to The College for the spring semester will be held responsible for the equivalent of one month's rent.

VIII. UNCONDITIONAL RIGHTS OF THE CORPORATION

A. The Corporation recognizes the Student's right to privacy, but retains the right for its personnel to enter thestudent premises for routine and/or emergency repairs and maintenance, in the event of an emergency involving a danger to life or property, and for the purpose of health, safety and code of conduct inspections.

B. The Corporation has the right to reassign accommodations in its sole discretion.

C. The Corporation has the right to terminate this agreement at any time for any violation of this agreement, the Residence Hall License, or *the Student Code of Conduct*. This agreement will immediately terminate in the event the Student withdraws, is suspended, or dismissed from the College.

IX. STUDENT RESPONSIBILITIES

A. This Agreement obligates the Student resident to occupy the assigned space for the **entire academic year, both fall and spring semesters,** unless otherwise agreed to in writing by the Corporation.

B. All apartments are smoke free. Smoking in apartments and common areas is prohibited. Every attempt will be made to attempt to match roommates based on smoking habits and sensitivity to the smell of smoke.

C. All Student residents in any apartment will be collectively responsible for the condition of the apartment and its furnishings, and for any loss or damage other than normal wear and tear that may occur during their occupancy. **Damages will be paid per occurrence and all occupants will be responsible, unless a resident can be specifically identified.**

D. The Students are responsible to check-in and check-out properly according to check-in and check-out procedures established by the Corporation, and to have keys and Student ID Card with them at all times. In the event a Student loses his or her keys, the Student will be billed for a lock change and any new keys in order to insure security of the apartment. Duplication of keys is a violation of this agreement. Students who are found with duplicate keys will be charged for lost keys and will be subject to judicial sanctions. Students that find themselves locked out of their apartment will be let in with no penalty for the first two lockouts. Upon the third lockout, Students will automatically have their locks changed and be charged for the change regardless if they are in possession of their keys or not.

E. All resident students are required to pay a $350.00 Security Deposit (due with the submission of the signed (Housing Contract). The Security Deposit will be returned within ninety (90) days of the end of the term of this Agreement, provided all terms of the agreement have been fulfilled and the apartment and its furnishings have been left in move-in condition. The student agrees that in the event of damage to the common areas of the apartment building where they reside, including, but not limited to, stairwells, hallways, windows, doors, laundry rooms, etc., where the responsible party is not identified, it will be the financial obligation of all the building occupants to reimburse the Corporation for the costs incurred to repair. A portion of or the complete security deposit will be applied to any outstanding housing balances at the end of the contract if necessary.

F. All students who bring a vehicle must register their vehicle with the Residence Life Office. There will be a parking fee of $80.00 per year or $50.00 for the spring semester (Parking fee is subject to change until June 15).

G. All Students are required to comply with all Federal, State and Local codes and ordinances and the College's and Corporation's regulations and policies as set forth in this Agreement, the Residence Hall License, and the *Student Code of Conduct.* Any outstanding housing charges that remain on a Student's bill will prohibit that Student from registering for the following semester classes as well as a financial hold being placed on that Student's account (e.g. no academic transcripts will be released). Until that financial hold is released, the Student will not be allowed to return to housing for the Spring semester, thus requiring the removal of their belongings at the end of the Fall semester. Delinquent balances will be referred to a collection agency with collection costs being the responsibility of the Student.

H. Students are responsible for their guests, and any damages done by their guests while on campus. Guests must follow all rules and regulations of the College.

X. UTILITIES

The Corporation shall furnish, at no additional cost, the heat, lights and water reasonably required for the premises. Neither the College nor the Corporation shall be liable for any interruptions in utility service or damage caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity or other matters causing damage to personal property

XI. USE OF PREMISES

A, The apartment may be occupied only by the Students assigned to it. For each term, occupancy will commence as specified by the College calendar. Early arrivals and late departures will not be permitted. In the event that a Student does not properly check-in to the Housing Office by noon on the first day of classes, the Student may lose the assignment and the apartment may be reassigned, unless prior arrangements have been made. The Director of Residence Life may reassign any Student at any time during the term hereof in his or her sole discretion. Failure of a Student to return keys and properly sign out of the apartment may result in continued liability for rent and damage charges. **Any Student vacating an apartment without notifying the Housing Office and the College Registrar's Office will be responsible for the total rent.** The apartment complex will be closed and Residents will not be allowed on the premises during the following times:

Thanksgiving Break (Wednesday at 9:00 am to Sunday at noon)
Winter Break (9:00 am the day after student's last final to day before Spring classes)
Spring Break (9:00 am Saturday to noon on the following Sunday)
End of Academic Year (9:00 am the day after student's last final)

All residents must vacate their apartments in accordance with the schedule distributed by the Office of Residence Life & Housing. Any and all exceptions must be approved in writing by the Director of Residence Life & Housing.

B. Upon vacating the apartment, Student residents in each unit are collectively responsible for removal of all trash and personal items from their own apartment in accordance to the instructions provided by the Corporation Office. Failure to do so will result in charges being imposed for removal.

C. It is the student resident's responsibility to insure his or her own personal property against loss. The Corporation and the College are not responsible for Student's personal items. Personal items may not be stored on premises during the summer months.

XII. APARTMENT ASSIGNMENTS

A. Apartment assignments will not be made until the Housing Office has received a signed and notarized copy of this Agreement, the $350.00 Security Deposit, and proof of the Student's formal admission to the College. The Corporation does not guarantee that roommate requests will be honored, but requests will be considered. Roommates will be assigned based on information provided in the Housing Application.

B. *Room Re-Assignments or Consolidations*: In order to maximize occupancy, to settle roommate conflicts, or as a sanction for violating the Student Code of Conduct, the Director of Residence Life has the authority to reassign Student residents to another apartment and to consolidate apartments at his or her sole discretion.

C. ***New Student Housing Assignments*:** When your Housing Contract and $350.00 Security Deposit are received, they will be stamped with the date received. The Corporation uses the date to determine who gets assigned first and to what apartment.

D. ***Returning Student Apartment Selection*:** All returning Students must participate in the Room Selection Process that will be held in April of the Spring semester in order to select their rooms for the following academic year. Returning students are required to turn in a new housing contract and $350.00 security deposit for the next year prior to room selection

XIII. POLICIES

Rules and Regulations are established by the Corporation and are subject to periodic change by the sole discretion of the Corporation, which shall be binding on the Student upon publication and without further notice. As set forth in the Student Responsibilities section of this Agreement, the Residence Hall License, and the Student Code of Conduct, students are responsible to comply with all regulations and policies, including, but not limited to, those listed below. The Student understands that the Corporation has authorized the Dean of Students at HCCC and his or her designee to refer Students for discipline due to violations of this Agreement, the Residence Hall License, or *the Student Code of Conduct*. The jurisdiction of the Corporation and of the College to discipline Students shall extend to misconduct which occurs on or off campus which may adversely affect the interests of the College and/or the safety and well being of members of the College community.

XIV. NATURE OF OCCUPANCY

This Agreement and the right to occupy the premises granted by the Corporation to the Student is a license and does not create or constitute an interest or estate in realty and is revocable by the Corporation at any time. A Student may not assign his or her rights to occupancy under this Agreement.

XV. JURISDICTION

The Student including any guarantor hereby consents to be subject to the jurisdiction of the Courts of the State of New York, with venue in the appropriate Court located in Herkimer County, with respect to any legal action for the enforcement of the terms and provisions of this Agreement.

XVI. SUBORDINATION

This Student Housing Contract is subject to and subordinate to all present and future mortgage financing on the subject premises.

XVII. REQUIREMENTS

All housing contracts must have a notarized parent/guardian signature as guarantor regardless of age or dependent status. The guarantor must be an adult, non-student 21 years of age or older.

XVIII. AGREEMENT

Will you be a **Registered Full-Time Student** at HCCC before the first day of classes? ... **YES NO**
If no, please explain: _____
Have you ever been **Dismissed** from HCCC or on-campus housing? ……. **YES NO**
If yes, please explain: _____
Have you ever been **Dismissed** from another college or other college housing? ……. **YES NO**
If yes, please explain: _____
Have you ever been **Evicted**? ……..……..…… **YES NO**
If yes, please explain: _____
Have you ever been **Convicted** of a felony? …… **YES NO**
If yes, please explain: _____

By signing this Agreement, the Student guarantees full compliance of all terms of this Agreement, the Residence Hall License, and *the Student Code of Conduct.*

Student Signature _____ **Date** _____

XIX. GUARANTOR

Any rental/damage fees not covered by the Student or financial aid will be the responsibility of the undersigned guarantor. Students will lose financial aid if they drop to part-time status or do not maintain acceptable attendance standing.

The undersigned is the parent, natural guardian, guarantor, or other responsible party of the Student set forth above and hereby unconditionally guarantees the performance by the Student of the terms of this Agreement, the Residence Hall License, and the *Student Code of Conduct* and is responsible for all of the Student's liabilities hereunder.

I have read and understand all terms of this Agreement.

PARENT OR GUARDIAN SIGNATURE MUST BE NOTARIZED

Parent or Guardian Name_____ Relation to Student _____

Signature _____ Social Security #_____

To be signed in the presence of a Notary Public

Address _____

Home Number_____Work Number_____

State of _____)

County of _____)

On this ____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared before me _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his or her/their capacity, and that by his/her/their signature on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public Signature

Accepted: Herkimer County Community College Housing Corporation

By: _____
Name - Justin M. Alger Ph.D. Title - Director of Residence Life & Housing Date:

2013-2014 ACADEMIC YEAR CONTRACT

Herkimer County Community College Housing Corporation

Student Housing Contract

Herkimer County Community College
Office of Residence Life & Housing
Room Assignment Survey — To be filled out by STUDENT

Student Name: _____ Contact Phone #: (_____) _____-_____

Date of Birth: _____/_____/_____ Sex: Male Female

Course of Study/Major: _____ First Year _____ Second Year _____ Transfer _____

I wish to share an apartment with (legibly print the names of up to four students you would like to request names must be spelled correctly):
1) _____ 2) _____

3) _____ 4) _____

Requests will be honored only if all students involved in the request have turned in applications and are not on a waiting list at the time assignments are made and have all requested each other. Assignments are made based on date received.

(Please number all of the following apartment styles 1 through 9 with 1 being first preference and 9 being last)

**** All Residential Housing Options are smoke-free ****

Reservoir Run: ____ 4–Person Suite Style Apartment (4 Single Bedrooms)
Campus Meadows: ____ Townhouse (two double bedrooms)
____ One bedroom Flat (one double bedroom)
____ Two bedroom Flat (one double and one triple bedroom)
____ Five Person Flat (one bedroom w/ five students)
College Hill: ____ Two Bedroom shared Apartment (two single bedrooms)
____ Single in Two Bedroom Shared Apartment (one single bedroom and one double bedroom)
____ Double in Two Bedroom Shared Apartment (one single bedroom and one double bedroom)
____ One Bedroom Apartment (one double bedroom)

Please Answer the following questions: Do you have any medical conditions that would necessitate special housing Arrangements (circle one? **Yes NO (Documentation required and must be sent with this contract) Explain:**
_____
_____
_____

Are you a smoker? Y N
All housing is smoke-free. This question relates to your sensitivity to the smell of smoke.

Do you go to sleep early? Y N

Are you a quiet person? Y N

Do you study with music on? Y N

Are you a very social person? Y N

Do you like to keep a neat room? Y N

Would you like to be in an apartment with an international student? If interested, please contact the Residence Life and Housing Office Y N

Student Signature: _____ Date: _____