

Herkimer County Community College Housing Corporation Student Housing Contract



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

PLACE PHOTO HERE

If more than one person is in the picture,

(APPLICATIONS WITHOUT

Describe yourself in the picture: _____

PHOTOS OR SECURITY DEPOSITS

WILL NOT BE PROCESSED)

This lease will be for: _____ **Full Academic Year (Sept–May)** _____ **Spring Semester ONLY (Jan–May)**

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

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

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

Permanent Address: _____
Street City State Zip

Student's Email Address: _____@_____.com (WILL NOT BE SHARED)

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

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 CONDITIONS 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, OR OTHER FINANCIALLY RESPONSIBLE PERSON (COLLECTIVELY THE "STUDENT").

I. ELIGIBILITY FOR STUDENT HOUSING

Any Student in full time attendance (at least 12 on campus credit hours) at Herkimer County Community College is eligible for housing in either of the Campus Meadows, College Hill, or Reservoir Run residential quads. Students enrolled with fewer than twelve (12) credit hours may be eligible for housing at the discretion of the Director of Residence Life. The HCCC Housing 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 the winter mini (additional charge), unless written permission is obtained from the Director of Residence Life.) Housing is not available during the summer vacation.

III. PAYMENT INFORMATION

A. Security Deposit

All Students are required to pay a \$350.00 Security Deposit at the time that this contract is submitted. Financial aid can not 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.

Please fill in this section:

\$350 Security Deposit Enclosed with this contract \$ _____

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

B. Housing Charges

	Fall Semester	Spring Semester	Total
CAMPUS MEADOWS	\$2575.00	\$2575.00	\$5150.00
COLLEGE HILL SINGLE	\$2825.00	\$2825.00	\$5650.00
COLLEGE HILL DOUBLE	\$2575.00	\$2575.00	\$5150.00
RESERVOIR RUN	\$3075.00	\$3075.00	\$6150.00

*** THIS CONTRACT AND COSTS ARE SUBJECT TO CHANGE UNTIL JUNE 15. ***

C. Payment of Semester Rent

Charges for housing will appear on the College’s tuition billing. 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 defray college costs. For more information regarding these loan programs contact the Financial Aid Office.

D. Rental Fees Not Covered

Any rental fees not covered by the Student or financial aid will be the responsibility of the co-signer (notarized signature on page 6). 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.

E. Collection Cost Fees

Students are responsible for the entire payment based on the plan selected. If the Student fails to qualify for or loses any financial aid, the Student must make all payments upon demand. 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.

IV. CANCELLATION

All housing contract cancellations must be submitted in writing to the Corporation 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. 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 full liability for that semester's rent. 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. 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 full length of this contract and all charges.

V. 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.

VI. WITHDRAWAL, TRANSFER, or GRADUATION

Students who transfer or withdraw from HCCC 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 HCCC 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 HCCC for the spring semester will be held responsible for the equivalent of one month's rent.

VII. UNCONDITIONAL RIGHTS OF THE HOUSING CORPORATION

- A. The Corporation recognizes the Student's right to privacy, but retains the right for its personnel to enter the student 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.

VIII. 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 unit 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.
- F. All students who bring a vehicle must register their vehicle with the Residence Life Office. There will be a parking fee of \$40.00 per year or \$25.00 for the spring semester.
- 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, or *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 upon the end of the Fall semester. Delinquent balances will be referred to a collection agency with collection costs being the responsibility of the Student. Students must carry their College ID with them at all times and are required to produce it to any Corporation employees, HCCC employees, and Campus Safety upon request.
- H. Students are responsible for their guests as well as the actions of their guests, and any damages done by their guests while on campus. Guests must follow all rules and regulations of HCCC and the HCCC Housing Corporation.

IX. 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.

X. 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 10:00 am to Sunday at noon)**
- Winter Break (10:00 am the day after student's last final to day before Spring classes)**
- Spring Break (10:00 am Saturday to noon on the following Sunday)**
- End of Academic Year (10:00 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 Housing Corporation Office. Failure to do so will result in charges being imposed for removal. The Corporation is not responsible for any items left behind by Students.
- 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.

XI. **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 Housing Corporation uses the date to determine who gets assigned first and to what apartment. The Student with the earliest date is assigned first, and so on; so it is important to get all materials sent in as quickly as possible in order to insure getting at least one of your top choices.
- 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

XII. **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.

XIII. **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.

XIV. **JURISDICTION**

Any Student or other financially responsible person 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.

XV. **SUBORDINATION**

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

XVI. **REQUIREMENTS**

All housing contracts must have a parent/guardian signature (page 6) that is notarized regardless of age or dependent status. If a student has Independent status, a co-signor signature is still needed and the signature must be notarized. The co-signor must be 21 years of age or older.

XVI. 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** _____

*****This section must be completed by an adult 21 years of age or older other than the student applying for housing even if that student is older than 21 years of age and/or independent (see page 5)*****

XVII. GUARANTOR

Any rental fees not covered by the Student or financial aid will be the responsibility of the co-signer. 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, or 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 _____ Date _____

To be signed in the presence of a Notary Public

Address _____

Home Number _____ Work Number _____

State of _____)

ss.:

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

Accepted: Herkimer County Community College Housing Corporation

By: _____
Name - Carl W. Lohmann Title - Director of Residence Life& Housing Date:

**Herkimer County Community College
Office of Residence Life & Housing
Room Assignment Survey**

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 three students you would like to request):

1) _____ 2) _____

3) _____

Requests will be honored only if all students involved in the request have turned in applications at the time assignments are made and have all requested each other. Assignments are made based on date received.

(Please number the following apartments styles 1 through 9 - 1 being first preference and 9 being last)

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

Reservoir Run: _____ 4-Person Suite Style (4 Single Bedrooms)

Campus Meadows: _____ Townhouse (two double bedrooms)
_____ One bedroom Flat (one double bedroom)
_____ Two bedroom Flat (two double bedrooms)
_____ Dorm-style Flat (one bedroom w/ four students)

College Hill: _____ Two Bedroom (two single bedrooms)
_____ Single in Two Bedroom Shared (one single bedroom and one double bedroom)
_____ Double in Two Bedroom Shared (one single bedroom and one double bedroom)
_____ One Bedroom (one double bedroom)

Please Answer the following questions:

Do you have any medical conditions that would necessitate special housing arrangements?

Explain (**Documentation required**) - _____

(All housing is smoke-free. The next question relates to your sensitivity to the smell of smoke and helps us match roommates with similar sensitivities)

Are you a smoker? Y N

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? Y N

Student Signature: _____ Date: _____