



Housing Contract

This document outlines all residential policies for Hilbert students.

Important Dates for 2023-2024 Academic Year

Thursday August 24, 2023	New student orientation and move in for first year students
Friday August 25, 2023	
Sunday August 27, 2023	Returning student move in
Wednesday November 22, 2023	Thanksgiving break closing at 12pm
Sunday November 26, 2023	Halls re-open at 12pm
Tuesday December 19, 2023	Winter break closing at 12pm
Sunday January 14, 2024	Halls re-open for spring semester
Saturday March 2, 2024	Spring break closing at 12pm
Sunday March 10, 2024	Halls re-open at 12pm
Tuesday May 14, 2024	Halls close for non-graduating students at 12pm
Saturday May 17, 2024	Halls close for graduating students at 8pm

Residency Requirement

All undergraduate students are required to live on campus during the first 3 years (six semesters) of attendance, except as noted below or decided upon by the Director of Residence Life and Dean of Students after review of an official appeal.

Residence Life is an extension of the educational services provided by Hilbert to support student learning holistically. Our residency requirement is derived from national statistics that show students who live in residence halls tend to perform better academically, acclimate more rapidly to the collegiate environment, engage in more developmental opportunities, and are more satisfied with their overall experience.

The only exceptions to the residency requirement are as follow:

- Students commuting less than 35 miles from their parent or legal guardians' permanent home address.
- Students who enter Hilbert with at least 60 college credits
- Married students (with proof of marriage certificate)
- Veterans (with proof of military service)

- Students who have dependent children
- The student has a medical housing need that cannot be reasonably accommodated by Hilbert

Appeals to reside off campus must be submitted using the “Residency Requirement Appeal Form” located on Hilbert’s website and will be considered on a case-by-case basis. Appeals to reside off campus must be submitted at least 30 days before Hilbert’s official move in date. In the case a student is under the residency requirement but does not live on campus, they will be assessed a fine based on the day they withdraw from housing or vacate the space and return keys.

Dates effective	Type	Charge associated
May 20, 2023 – July 1, 2023	Housing contract breakage fee	\$300
July 1, 2023 – Move In	Residency Requirement Fee	25% room cost
Up to end of Drop/Add*	Residency Requirement Fee	50% room cost
After Drop/Add	Residency Requirement Fee	100% room cost

**Residency requirement policy and charges go into effect for new students*

Contract Agreements

The Housing Contract and following terms are mutually binding on both Hilbert and the student for the **entire academic year**. In consideration of the use of the Unit for the Term, Student agrees to pay the room fee published by Hilbert. All costs for housing are listed under the Financial Aid portion of the website.

- **Housing Termination:** Students will be required to leave housing within 48 hours of the Housing Contract being cancelled by either the student or Hilbert.
 - The student has the right to terminate this Housing Contract prior to the expiration of the term, and forfeiting all monies paid to Hilbert for housing with the following reasons:
 - Withdrawal from Hilbert
 - Academic or disciplinary separation from Hilbert
 - Disciplinary removal from college housing
 - **Except for graduation from Hilbert, if housing is terminated by the student, a \$300.00 housing termination fee will be assessed to the student's account.**
 - Hilbert has the right to terminate the housing contract with 24 hours' notice if a student should violate any terms of this Housing Contract, or any policies of Hilbert as found in the Student Handbook, deemed urgent by Residence Life and Campus Safety.
- **Occupancy:** Student is granted a nonexclusive license to use the furnished, residential unit assigned by Hilbert, or such other unit as Hilbert may assign or reassign during the term, subject to all provisions of this Housing Contract. This license is personal, and it is neither assignable nor transferable. Student acknowledges that Student’s use of the unit

may be in common with that of another student, sometimes referred here in as “roommate.”

- If Student desires to occupy the Unit for periods beyond the Term, Student shall pay such fees and execute such supplemental Housing Contracts as Hilbert may require. Any such occupancy shall be subject to the terms and conditions of this Housing Contract. Nothing in this Housing Contract shall be construed as an obligation of Hilbert to offer housing outside the Term.

○ **Services:**

- **Meal plans:** As a resident student, residents living in St. Joseph’s Hall and Trinity Hall have an unlimited meal plan. Campus apartments will include a 50-meal plan and Hawk bucks. Residents who have dietary restrictions must document the accommodation with Accessibility Services.
- **Spectrum U:** All rooms equipped with Spectrum U streaming service and internet access
- **Free laundry and garbage removal:** laundry machines available on every floor and free for student use. Garbage rooms are also located on each floor for student convenience.

- **Term:** The term of this Housing Contract shall be from the date of move in at the beginning of the academic year as printed on Hilbert’s academic calendar, or subsequent date following the beginning of the semester, until the move out date following the last day of final exams in May, or by graduation, depending on the student’s status, which will be a date and time previously approved by the Office of Residence Life and also published on Hilbert’s academic calendar.

- **Unit Assignment:** This Housing Contract does not promise or guarantee the student assignment to a community or room. Hilbert will attempt to fulfill the student’s roommate and housing selection request to the best of its ability but cannot guarantee that such requests will be fulfilled. Hilbert will assign roommates based on information provided on the Hilbert College Housing Application. In the case that a vacancy occurs in a unit, a student must agree to accept an assigned roommate, move to another room at the request of Hilbert or purchase their room as a single.

- Where there is a vacant space, the room must be maintained by the student in a manner that will allow another roommate to move in immediately. Hilbert reserves the right to re-assign the student(s) or remove the student from housing based upon the inability to be an effective roommate and a positive member of a community, or for conduct reasons according to the process set forth in the Hilbert College Student Handbook.
- After fall semester dismissals and transfers, Residence Life reserves the right to complete consolidation efforts to aid with student engagement and retention. If a student wishes to not have a roommate for spring and space is available, they may “buy out” the space utilizing the “Single Occupancy Form”.
- In the case of emergency services, building damage or necessary repairs, or sanctioning for conduct, Residence Life reserves the right to complete

relocations.

Academics & Housing

- **Attendance, Credit Minimum, and Eligibility:**
 - Students in college housing must actively attend classes. Failure to attend instruction for 2 weeks without excused absence could result in eviction from housing.
 - Students who drop below a minimum credit hour load of (12) credits must seek approval from the Director of Residence Life and Financial Aid to reside on campus.
 - A minimum of 6 credits must be in-person classes to maintain housing.
 - Students must be admitted, enrolled full-time, and must have fulfilled mandatory immunization requirements.

College Policies

Alcohol & Other Drugs

The use of alcohol and other drugs in the residence halls will be subject to state and federal laws and Hilbert College Policy. Responsible use of alcohol by residents 21 years of age and older is permitted only according to college regulations. In accordance with New York State law students under the age of 21 may not possess, sell, or consume alcoholic beverages. Generally, except in matters outlined under Hilbert Amnesty Policy, found under the Student Code of Rights and Responsibilities, Hilbert follows a zero-tolerance policy in these matters. This means that every reported incident will be formally addressed through the conduct review system.

- **Alcohol/Drug Paraphernalia:** Paraphernalia is strictly prohibited.
 - The possession of any implement which can be used to irresponsibly ingest, inject, inhale, or any other method of using drugs is prohibited. This includes, but is not limited to, bongos (including homemade bongos), hookah, pipes, needles, small spoons, etc.
 - Any items which resemble alcohol and other drug paraphernalia will be confiscated by Campus Safety and/or Residence Life.
- **Alcoholic Empty Containers:** May not be used as decorations. Empty cans or bottles will be deemed as proof of consumption. Students over the age of 21 should dispose of or recycle containers immediately after consumption.

- **Alcohol limits:** Alcohol permitted by each resident over the age of 21 is 1 liter of wine, or a 6-pack of beer. Hard liquor is not permitted on campus. Guests of residents are not permitted to bring alcohol onto campus.
- **Bulk Alcohol:** Kegs, taps, and other common sources of bulk alcohol are not permitted. The possession of any implement which can be used to irresponsibly ingest alcohol is prohibited. This includes, but is not limited to, funnels, beer bong, etc. Drinking games and drinking game devices, (e.g., beer pong tables), are also not permitted.
- **Identification:** Residents/guests who are of legal drinking age and who are in the possession of alcohol, or present where alcohol is being consumed, must provide proof of age when asked by any college official including Resident Assistants. If proof of age is not provided, students will be asked to dispose of the alcohol and follow-up will occur via conduct process.
 - Falsifying any identification cards and/or borrowing another student's ID to obtain alcohol, access, or otherwise will result in disciplinary action.
 - Production and/or alteration of identification cards for sale and/or mass production of such cards will result in disciplinary action up to or including criminal prosecution.
- **Knowingly in the Presence:** Underage residents/guests may not be in the presence of alcoholic beverages. The underage person may not consume or possess alcohol. For alcohol to be present in a room all individuals in the space must be 21 years of age.
- **Public intoxication:** Actions as a result of public intoxication which disturb any people, facilities, community, and/or self will be dealt with through the appropriate authorities.
 - Students who operate a motor vehicle while under the influence of alcohol either on or off campus will face disciplinary action and could face criminal prosecution.
- **Smoking:** Hilbert College is a Tobacco Free Campus and therefore, smoking is always prohibited on campus grounds.
 - Any used cigarettes, ashtrays, smoking paraphernalia, vapes, electronic smoking devices and/or ashes will be considered a violation of the smoking policy. Smoking is, in part, defined as carrying or holding of any lit or ignited pipe, cigar, cigarette, electronic cigarette, or any other lit or battery-operated smoking equipment or device.
 - Smoking any drugs or illegal substances is against college policy as well. Smoking in residence is strictly prohibited including vapes or electronic cartridges. While amounts of marijuana are legal in New York State, the substance and usage are prohibited on college property.

Weapons

Hilbert College will not allow any type of weapons to be carried or stored anywhere on campus. All Hilbert students and personnel are prohibited from possessing any firearms, ammunition or other similar dangerous instruments, that can threaten and/or cause bodily harm to themselves or others. Any weapon found would be confiscated by campus safety personnel and the owner is subject to disciplinary and possible legal action.

- This includes paint ball guns, pellet guns, orbeez guns, nerf guns, air soft guns, or similar items. This policy also applies to any non-cutlery knife blade (hunting knife, for example) in excess of 3 inches in length.

Residence Life Policies

- **Abandoned Property:** Any personal property such as bicycles, refrigerators, clothes, and televisions left or abandoned by a resident or their guest after resident has moved out of college housing, shall be deemed the property of Hilbert. The college may use, dispose of or sell personal property. The resident agrees to absolve and hold Hilbert harmless for any damage to or claim the abandoned property due to the damage, destruction, disposal or sale of such personal property.
- **Alterations:** No alterations or repairs may be made to the assigned room, its furnishings, or the equipment without express written consent from the Office of Residence Life. Alterations may include, but are not limited to, painting, drawing, chalking, and carving. Residents who paint rooms, patch holds, doors, furnishings, common areas or otherwise substantially alter the appearance or the structure of college property without permission and are charged the cost of restoration or replacement.
- **Bikes:** In order to have a bike on campus, residents must register their bike with the Office of Residence Life. Residents agree the bike is not to be utilized in residence, must not obstruct room exits or pose tripping hazards, and stored in the resident's room if unable to secure outside. The agreement only lasts one academic year and re-approval will be needed. Locks will not be provided and will be required for bikes kept on bike racks or railings. Any bike left after the academic year will become Hilbert's property.
- **Break Closures & Housing:** For all breaks, the residence halls close. These breaks include Thanksgiving Break, Winter Break, and Spring Break. In the event of extenuating circumstances, residents may obtain permission to remain on campus during a closure from the Office of Residence Life.

- Such a request should be made using the request to stay form for the closure provided to residents and will be reviewed and decision rendered based on the following criteria:
 - Athletic requirement with Hilbert athletics.
 - Mileage: Those outside 150 miles from the college.
 - Local job or internship.
 - On campus job or work study.
 - Conduct review: Those with 3 or more priors in the current academic year. Those on probation, or history of threats/violence.
 - Homelessness, family concerns, or mental health – in these cases review with counselor or staff may be required to ensure students' safety and well-being.
 - Other circumstances will be reviewed case by case.

- **Common Areas:** Common areas include lounges, laundry rooms, game rooms, computer rooms, and residence quad facilities like the volleyball court and outdoor kitchen. The indoors common areas are for use of residents and their guests only. Students are not permitted to sleep or conduct inappropriate behavior in the common areas, nor should they complete projects whose materials have a potential for property damage. Any furniture in the common areas must stay in the common areas and is not permitted to be moved to other areas of the residence hall including individual rooms.
 - Community areas should be respected by all using them. This includes cleaning up after yourself and returning the furnishing back to their original placement. If furniture is moved, it should be returned to its rightful place. Repeated misuse of a common area could result in relocation or removal from college housing.

- **Damage or Loss to Personal Property:** Hilbert accepts no liability for theft, loss, or damage by fire or otherwise of money, valuables, computers, or any personal property. Hilbert recommends that the students remove all valuables during vacation periods. If a theft is experienced, Campus Safety should be contacted immediately to fill out a report.

- **Furniture:** All the furniture and appliances provided by Hilbert remain the property of Hilbert through the resident's occupancy. The resident may not remove any college owned furniture or appliance from their assigned space or from the facilities. The resident may not remove college-owned items from common areas within the residence hall. Residents are not permitted to build lofts or adjust college furniture into an unsafe position up to and including blocking exit paths. Failure to abide by the above restrictions may result in disciplinary action. Any furniture brought into the halls that is deemed a health hazard, as defined by the Office of Residence Life, is subject to removal.
 - Residence Halls and Apartments are fully furnished therefore, no futons, couches, or upholstered furniture and mattresses are permitted in the Residence Halls.

- **Gender Inclusive & Ally (GIA) Housing**

- The Office of Residence Life in alignment with Title IX, is proposing the following processes to create a safe, affirming, and inclusive community for our LGBTQ+ students who are:
 - Transgender students
 - Gender queer students
 - Students whose gender identity and/or gender expression do not conform to the gender binary
 - Students who are currently transitioning from one gender to another (i.e. transitioning from male to female or female to male)
 - Students who do not conform to society's expectations of their assigned gender at birth
 - Students who do not wish to be identified by any sex or gender identity
 - Students who are in the process of discovering their gender identity and/or gender expression
- These spaces will be limited and provided in St. Joseph Hall where there are double rooms available, as well as community bathrooms at the end of each hallway. After a pilot timeframe, Residence Life would look to grow this initiative including one of the campus apartment buildings for co-ed housing.
- During Housing Selection or incoming student placement, students may disclose if they are interested in GIA Housing, the following guidelines will be in place.
 - Residence Life will define "Gender Inclusive & Ally Housing" as the option for students to be housed by their gender identity (man, woman, transgender, gender non-conforming, ally, other) with other students who appreciate and respect people with the above identities and lived experiences.
 - Students who select this type of housing or are placed in this area due to housing accommodations will be required to attend a conversation to understand what living in this gender inclusive arrangement would entail.
 - Students are encouraged to discuss with their parents/guardians the impact of their decision so there is a mutual understanding of the choice made by the student. The Director of Residence Life and their designee, under FERPA, are not able to share information about roommates or bath-mates with anyone other than the student.
 - Gender inclusive housing is not intended for romantic couples. The intention of gender inclusive housing is to allow for students to be housed by their gender identity rather than their assigned sex at birth. This policy is also to encourage same sex couples not to live together. Students do not have to disclose their reasons for requesting gender inclusive housing.
 - Students will be encouraged, but not required to self-select their roommate(s) during both processes. If they are unable to identify a roommate, Residence Life will work with them to pair them up with a roommate during the assignment process.

- Residence Life will also help students to have conversations with their roommates (both chose or intentionally assigned) about living in a Gender Inclusive Housing assignment and community. This conversation is also to aid in setting boundaries and comfort terms for everyone.
- If a space within a double room becomes available, then Residence Life will work with the students to intentionally fill the vacancies with someone who understands and supports the mission of Gender Inclusive & Ally Housing.
- **Guest Policy:** Any resident bringing guests to campus shall be responsible for making college policies known to their guests. Every visitor/guest is subject to college rules and regulations. It is the responsibility of residents as hosts to monitor and accept responsibility for the behavior of their guests. Any policy violation from guests will be the responsibility of the host.
 - Resident hosts may not have more than two (2) guests at any one time. Each guest is required to always have photo identification on them. It is the responsibility of the host to inform the guest of the photo ID requirement. Acceptable forms of photo ID include: driver's license, non-driver's ID, school ID, or passport. No other forms of ID will be accepted. Guests without ID will not be allowed access into the residence hall.
 - Resident hosts must always escort their guest(s) within the building, including when they exit the building. A resident may not pressure a roommate to tolerate the presence of a guest. All guests to a room are subject to the Housing Contract of all room residents. The presence of guests must not restrict free access for assigned residents to all common spaces and any private space they may have or create any situation that infringes on the need of roommates to remain undisturbed. Students may not sign in or sign out guest(s) for other residential students. Hilbert students, in the role of the guest or host, are responsible for properly following sign in procedures.
 - All guests that do not hold residential status at Hilbert College must complete the registration form for the semester. This is a one-time registration form with all information needed by Residence Life and Campus Safety. Guests must still sign in at the front desk of the host location in Trinity Hall or St. Joseph Hall. Apartment guests please report to Trinity. The resident host is fully responsible to ensure their guest has completed the registration form. If an unregistered guest is documented in residence, the host will be liable through Community Standards and could face sanctions like loss of privileges or housing status reviewed.
- **Guest/Cohabitation Policy:** Residents are permitted to have overnight guests in accordance with the above-mentioned policy. However, cohabitation is not permitted and is defined at the discretion of the Director of Residence Life. Residents who have guests that are deemed to be cohabitating, or are causing a disruption to the community, will be asked to have their guest leave immediately. If cohabitation continues, the guest will be persona non grata from campus and result in loss of guest

privileges for the resident. In general, students' guests are not allowed to stay more than 2 nights during the course of any 7-day period. A Residence Life Staff member, Campus Safety Officer or their designee, may ask anyone to leave if it infringes on the rights of any other residents, or creates a disruption to the community. In those instances, the host will be subject to review under the Hilbert College Community Standards process.

○ **Keys**

All keys will be issued to a student on their scheduled move in date. Upon departure from the residence hall, room keys must be returned to the Office of Residence Life. Failure to do so will result in charges to the student's account.

- Keys may not be loaned or given to another person.
- For safety reasons, students must report all lost or stolen keys to Residence Life immediately. Lost keys & fobs are \$50 each for replacement.

○ **Mail Delivery & Packages:** The Office of Residence Life is charged with sorting and delivery of USPS letters and packages, UPS, and FEDEX packages. Mail delivery will be completed by 4pm Monday through Friday except during breaks and holidays.

- If a student receives mail, they will be notified via email with a package or letter number. This email should be shown to desk attendant staff to collect their mail. If items are not collected by the end of the month, they get returned to the sender.

○ **Room Changes:** Room changes are not permitted without prior approval from the Office of Residence Life. If a student changes rooms illegally, their ability to reside in housing will be reviewed.

- Once a year the Office of Residence Life provides a housing exchange opportunity if there is space available or an even exchange. Relocation will only take place once and may reflect changes in billing and is an elective choice of the student.
- The billing for student placements is updated to reflect the move-in date. Students are responsible for covering prorated costs if applicable.

○ **Storage**

- Hilbert does not provide or offer any storage of student belongings. During an emergency when items cannot be transported with them, a resident student has a right to request Residence Life store belongings that cannot be taken home. If belongings are left behind with permission from the Director, this gives the right to Residence Life staff to store and move property.

○ **Unauthorized Entry/Exit**

- Emergency exits are only to be used in case of emergency or by approved staff. Failure to abide by this policy results in documentation and review of housing status.
- Entering or utilizing a room that is not the student's assigned space without permission is prohibited.