

Hilbert College Housing Contract 2022-2023

This Hilbert College Housing Contract (this "Housing Contract") is between Hilbert College ("Hilbert") and the undersigned student. By signing this Housing Contract, the student agrees to occupy a furnished residential housing unit to be assigned by Hilbert upon the following terms and conditions. The college may accept this Housing Contract by giving possession of the unit. Giving the student possession of the unit shall be deemed as good and binding an acceptance of this Housing Contract as execution of the same. If the student is a minor, the Housing Contract is with the undersigned parents and/or guardians. It is the student's responsibility to become familiar with all provisions of this contract. No term or condition of this Housing Contract can be waived without formal written agreement of both parties, and no oral statements made by the Office of Residence Life or its agents or employees is considered a waiver of any term or condition.

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.

The parties agree as follows:

1. **Eligibility:** To be eligible for residency, Student must be admitted and enrolled full-time, and must have fulfilled mandatory immunization requirements. 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. Students will be required to leave housing within 48 hours of the Housing Contract being cancelled by either the student or Hilbert.
2. **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 (the "unit") 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. Students may not occupy their Unit while there is no supervision being provided by Hilbert. These times include Thanksgiving Break, Winter Break and Spring Break.
3. **Housing Fees:** In consideration of the use of the Unit for the Term, Student agrees to pay the room fee published by Hilbert.

4. **Housing Contract Terms:** The Housing Contract is mutually binding on both Hilbert and the student for the entire academic year.

1. Residency Requirement for Hilbert

- All undergraduate students are required to live on campus during their first two years of attendance, except as noted below or decided upon by the Director of Residence Life 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 guardian's 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.
- Students who are 21 and over before September 1st of the current academic year.
- The student has a medical housing need that cannot be reasonably accommodated by Hilbert.
- Appeals to reside off campus must be sent to the Director of Residence Life in writing 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.

2. Hilbert has the right to terminate this Housing Contract with 24 hours' notice prior to the expiration of the Term in the event that a student should violate any terms of this Housing Contract or any policies of Hilbert as found in the Student Handbook and other College documents.

1. The Student has the right to terminate this Housing Contract prior to the expiration of The Term for the following reasons:

- Withdrawal from Hilbert. (Thereby forfeiting all monies paid to Hilbert for housing).
- Academic or disciplinary separation from Hilbert (thereby forfeiting all monies paid to Hilbert for housing).

- Disciplinary removal from College housing (thereby forfeiting all monies paid to Hilbert for housing).
 - Graduation from Hilbert.
 - **If housing is terminated early by the student, a \$300.00 housing termination fee will be assessed to the students account.**
5. **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.
 6. **Emergency Storage Policy:** During an emergency, a resident student has a right to store belongings that cannot be taken home within the Office of Residence Life. If belongings are left behind, this gives the right to Residence Life staff to store and move property.
 7. **Mail Delivery and Packages:** The Office of Residence Life is charged with the sorting and delivery of USPS letters and packages, UPS and FEDEX packages. Mail delivery will be completed by 4 pm Monday through Friday except during breaks and holidays. If a package has been delivered to a student, the student should check their box for a package slip. The student should take this slip to Trinity Hall where a Residence Life staff member will retrieve the package.
 8. **Meal Plan:** 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. Residents who have dietary restrictions must document the accommodation with Accessibility Services.
 9. **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.
 10. **Room 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.

11. **Room Entry and Search:** Hilbert respects the Student's right to privacy; however, Hilbert reserves the right to enter any Unit without prior notification. Hilbert or its agent shall also have the right to enter a student's dwelling under the following stipulations:
- To make necessary repairs or maintenance to prevent further damage.
 - In emergency circumstances when imminent danger to life, health, safety or property is reasonably feared or where emergency entrance is permitted.
 - In circumstances when it is suspected that a violation of any Hilbert Policy is taking place.
 - During Hall Closings or pre-scheduled room checks by the Office of Residence Life.
12. **Services:** Each room will be equipped with Spectrum U streaming service and internet access.
13. **Unit Maintenance:** Maintenance requests should be submitted to the Office of Residence Life. Forms can be found on the Residence Life page on the Hilbert College website.

Residential Policies and Conduct:

1. **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 the 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.
2. **Alcohol and Other Drugs Policy:** 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.
 - Any resident bringing guests to campus shall be responsible for making the alcohol and other drugs 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.
 - Kegs, taps, and other common sources of 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.

- Drug paraphernalia is strictly prohibited. The possession of any unregistered implement which can be used to irresponsibly ingest, inject, inhale, or any other method of using drugs is prohibited. This includes, but not limited to, bongs (including homemade bongs), hookah, pipes, needles, small spoons, etc. Any items which resemble drug paraphernalia will be confiscated by Campus safety and/or Residence Life.
- 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 Hilbert's Code of Conduct.
- Underage Residents/guests may not be in the presence of alcoholic beverages. The underage person may not consume or possess alcohol. In order for alcohol to be present in a room all individuals in the space must be 21 years of age.
- The amount of alcohol permitted by each resident over the age of 21 in an apartment or room is 1 liter of wine, or a 6-pack of beer. Guests of residents are not permitted to bring alcohol onto campus.
- Alcoholic 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.
- Public intoxication is considered an alcohol policy violation. Actions as a result of public intoxication which disturb any people, facilities, community, and/or self will be dealt with through the appropriate authorities.

3. **Alterations:** No alterations or repairs may be made to the assigned room, its furnishings or equipment without express written consent of the Office of Residence Life. Alterations may include, but are not limited to, painting, drawing, chalking, and carving. Residents who paint rooms, patch holes, doors, furnishings, common areas or otherwise substantially alter the appearance the structure of college property without permission are charged the cost of restoration or replacement.
4. **Bikes:** In order to have a bike on campus, residents must register their bike and sign a contract with The Office of Residence Life. This contract states the rules to have a bike within the residence hall(s). The contract will only last one academic year and residents can sign a new one the following academic year. Locks will not be provided and will be required for bikes kept on the bike rack. Any bike left after the academic year will become Hilbert's property.
5. **Break Closure:** For all breaks, Trinity and St. Joseph Halls close. These breaks include Thanksgiving, Christmas, and Spring Break. Except for the period of when the Office of Residence Life is closed, the residential apartments remain open as long as residents obtain permission and register to stay. In the event of extenuating circumstances, residents in Trinity and St. Joseph Halls may obtain permission to remain on campus during a closure from the Office of Residence Life. Such a request should be done in writing at least two weeks prior to the closure and will be considered based on the

circumstances and the student's conduct record.

6. **Common Areas:** Common areas include lounges, laundry rooms, game rooms, computer rooms and the volleyball court in the residence quad. The indoor 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.
7. **Community Areas:** Common 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 in lounge is moved, they should be moved back to the rightful place once done. Repeated misuse of a common area could result in removal from housing.
8. **Damage or Loss to Personal Property:** Hilbert accepts no liability for the 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.
9. **Damage to Persons or Property:** Hilbert is not liable to the student for personal injury, death, or property damage arising from but not limited to, personal injury, death or property damage caused by other persons, theft, burglary, assault, vandalism or other crimes, fire, flood, water leaks, rain, hail, snow, smoke, or other phenomena. The student agrees to indemnify and hold harmless Hilbert, all staff employees, and successors from any claims or causes of action based on the alleged negligence or wrongful conduct of Hilbert, staff, employees, and successors.
10. **Furniture:** All of the furniture and appliances provided by Hilbert remain the property of Hilbert throughout the resident's occupancy. The resident may not remove any College owned furniture or appliances from the facilities. The resident may not remove any College-owned items from the common spaces within the residence hall. Residents are not permitted to build lofts or adjust college furniture into an unsafe position. 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.

11. **Guest/Visitation Policy:** Residents are responsible for the actions of their guests at all times. A guest is defined as any person not assigned to the resident host's room and must be between ages 17 and 25. A resident who lives on campus but in a different residence hall is also considered a guest and should be treated as such.

Resident hosts may not have more than two (2) guests at any one time. Each guest is required to have photo identification on them at all times. 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 escort their guest(s) at all times 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 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 have housing status reviewed.

12. **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 Code of Conduct.
13. **Fire Safety:** Any resident who is responsible for starting a fire in any facility; interfering with fire officials; interfering or tampering with a fire alarm or safety equipment; or creating false alarms will be subject to College disciplinary action, monetary fines and/or civil action. This includes covering a smoke detector in any way, for any reason, or hanging anything from the sprinklers/smoke detectors. All residents are required to participate in fire drills. Evacuation of the building by all residents is required immediately after the fire alarm sounds. Any person who discovers a fire should

immediately call for assistance by dialing 911 and asking for the Big Tree Fire Department, followed by calling Hilbert College Campus Safety at 716-479-1233.

The storage of explosives or flammable substances within any residence hall is strictly prohibited. This includes charcoal/propane/gas grills. In addition, the use of other flaming articles, including candles and incense, is prohibited. No candles and/or incense are permitted in the residence halls, even if not lit. Halogen lamps are also prohibited. No excessively flammable furnishings or decorations may be used. Refer to the prohibited items listed under Residence Life Policies. Failure to abide by the above fire safety guidelines may result in disciplinary action.

Any student found to be violating fire safety protocols described above will immediately be charged a \$300.00 fine and may face conduct charges.

14. **Noise:** Hilbert housing demonstrates a living, learning community and should be treated as such. Residents are expected to demonstrate respect for those around them by refraining from excessive noise. For more information on noise policy, visit the student handbook.
15. **Notices:** Notices regarding housing will be presented to the Student in email form as that is the official means of communication for Hilbert. The Office of Residence Life may occasionally choose to additionally inform students through the use of posters, mailings and flyers and bulletin board postings.
16. **Pets:** The Office of Residence Life does not allow any pets in the student rooms at any time. This includes all animals except fish. No aquatic life that is potentially dangerous is allowed. A student can have one ten-gallon fish tank per unit. Students who require an animal for documented medical needs need to contact the Office of Accessibility Services to obtain a Residential Accommodation.
17. **Smoking:** Hilbert College is a Tobacco Free Campus and therefore, smoking is prohibited at all times 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. This includes but is not limited to being knowingly in the presence of smoking a substance or having the odor of marijuana on their persons.

18. **Weapons:** Firearms are prohibited on Hilbert owned or controlled property, including all Hilbert housing. See the student handbook for more information on the firearms policy.

19. **Windows Usage:** Residents may not remove window screens at any time. Throwing any object out/ handing objects through a residence window is prohibited. Food, plants, shoes, flags, banners, or other items are not permitted outside windowsills. Stereo speakers may not be placed in residence hall windows or in positions to amplify sound to the outdoors. Entry through a window is considered trespassing and will be handled as such.
20. **Additional Regulations:** The Student must be aware of the full extent of expectation placed on them by Hilbert while living in a residence hall. This information can be found in the Student Handbook.

By signing this Housing Contract, I agree that I am bound by certain responsibilities and am granted certain rights, and that I have read the above Housing Contract. Any student wanting to live in residential housing must sign this Housing Contract upon presentation, which will occur during the check-in process. Any Student under the age of 18 must have a guardian sign in their place. I ACCEPT the conditions of this Housing Contract and agree to adhere to the policies that are presented.