

**Cornell University-Office of Fraternities, Sororities, and Independent Living  
Fraternity / Sorority Residence Contract 2016-17**

**Terms and Conditions for Single Student FSR Contract with Cornell University from 8/19/2016 to 5/24/2017**

This Fraternity/Sorority Residence Contract (“FSR Contract”) is a legal agreement between the University and you, the student. It entitles you to the use of the Fraternity / Sorority Residence accommodations only in ways described in this contract, subject to applicable law, the Campus Code of Conduct or any other University policy, and the rules and regulations established by the Fraternity / Sorority Residence, which are incorporated by reference in this contract. This contract is a license to use the Fraternity / Sorority Residence and is not to be construed as a lease

### **I. Eligibility**

1. To be eligible to live in University-owned Fraternity / Sorority Residence, you must be currently registered at Cornell University in Ithaca, New York, as a full-time (minimum 12 credit hours) resident degree candidate, or on approved academic status as determined by the relevant college or department.

### **II. Occupancy Period**

1. The occupancy period is defined as beginning on the first day of fall-semester orientation, 8/19/2016 and ending (except for graduating seniors) the day after the last regular final examination day of the spring semester, 5/24/2017. A student may request permission to exceed the occupancy period for a limited time from the Fraternity/Sorority Residence officer, subject to the approval of the Office of Fraternities, Sororities, and Independent Living. There may be a daily charge of occupancy before or after the contract period.
2. The University reserves the right to change the occupancy period based upon unforeseen circumstances, alterations in the academic year calendar or emergencies.

### **III. Payments**

1. Room payments and damage deposits: You will be bursar billed for 1/2 the room rate in July and 1/2 the room rate in December, and for 100% of the damage deposit in July. Damage deposit amounts are set by your Chapter and will be refunded to you as provided by your Chapter’s house rules, subject to deductions as provided in Section XI.2.
2. Contract penalties: Contract cancellation penalties and other charges for losses, damages and other costs caused by you and not otherwise covered under this contract will be charged to your bursar account.
3. The Office of the Bursar's policies on payment of the finance charge for late payments and other penalties for failure to make proper payments apply except where otherwise modified by the terms of this agreement.
4. The University reserves the right to adjust the room rate before or during the contract period by action of its Board of Trustees.

### **IV. Effective Date of Contract**

1. Unless cancelled or terminated as provided herein, your signed contract is binding for the academic year, as soon as signed by you and approved by the Fraternity / Sorority Residence officer, and approved by the Assistant Dean of Students for Facility and Finance.

### **V. Contract Releases and Cancellation Fees**

1. You agree to occupy the room assigned (including any room reassignment). **If you fail to occupy your room after registering at the University or if you vacate your room during the contract period without a release from your contract, you continue to be liable for room charges for the entire contract period.** Releases may only be granted by the Fraternity/Sorority Residence officer, subject to the approval of the University in its sole and absolute discretion.
2. If you are granted a contract release, you will be assessed a cancellation fee as follows:
  - a. Except as provided in (b) or (c), you will incur a cancellation fee of \$250 for any contract cancellation.
  - b. You will incur a cancellation fee of \$800 if you withdraw or take a voluntary leave of absence from the University. If you re-enroll during the same academic year, you will be required to sign a new FSR Contract.

- c. You will incur **no** cancellation fee if (i) you are leaving the University for an academic internship, graduation, or study in absentia; (ii) you are granted a medical withdrawal or required to take medical or academic leave; or (iii) you decide not to attend the University and provide the Office of Fraternities, Sororities and Independent Living, 5372 Willard Straight Hall, with written notice prior to August 1 (for fall semester) or December 15 (for spring semester). The University may require written verification of (i), (ii), or (iii) from your advisor, college, or physician in its sole discretion.
3. If you are granted a contract release, you will receive a pro-rata refund of any pre-paid room charges, less applicable fees or other charges.

## **VI Contract Termination; Termination Fees**

1. The University, in its sole and absolute discretion, reserves the right to immediately terminate your FSR contract or reassign you to other University housing, if you fail to comply with the FSR Contract provisions, the Campus Code of Conduct, other University rules, or any applicable laws. In addition, the University reserves the right to immediately terminate your FSR Contract or reassign you to other University housing, at the University's sole discretion, if you:
  - a. engage in or threaten acts or behavior that in the University's sole opinion, may endanger public order or property, threaten the personal safety or security of yourself or others (by acts of physical or mental harassment, self-harm, or other means) or disrupt other students;
  - b. refuse an evaluation by Counseling and Psychological Services staff, following your hospitalization for psychiatric reasons;
  - c. cease to meet the eligibility requirements for University housing; or
  - d. are suspended or expelled from fraternity membership by either the local chapter or national organization.
2. Any termination of your FSR Contract for the reasons listed above will be considered a "for cause" termination and may additionally subject you to disciplinary action.
3. If the University terminates your contract for cause, you will continue to be liable for the full amount of your housing charges, without refund. You will also be charged a \$250 termination fee. You will be required to vacate your room as of the effective date in your contract termination notice.

## **VII. Late Arrivals**

1. You must notify the Office of Fraternities, Sororities, and Independent Living and the Fraternity / Sorority Residence officer if you plan to arrive after the first day of classes for your school or college. Otherwise your contract may be canceled without further notice and you may be subject to a cancellation fee.

## **VIII. Remaining Occupants Of Rooms Where Vacancies Occur**

1. When vacancies occur, the University and/or the Fraternity / Sorority Residence reserves the right to show rooms and assign new occupants to fill the vacancies. With the permission of the Office of Fraternities, Sororities, and Independent Living in consultation with the Fraternity/Sorority Residence, any remaining occupants may be granted one of the following options:
  - a. Select an eligible replacement to fill the vacancy, provided the new occupant signs a contract within seven days after the vacancy occurs.
  - b. Pay an amount to be determined by Office of Fraternities, Sororities, and Independent Living in consultation with the Fraternity / Sorority Residence for continued use of the room at reduced capacity. This option and any extension of this option will be contingent upon current space requirements.
2. The University and/or Fraternity / Sorority Residence also reserves the right to reassign the remaining occupant or occupants of a room to different accommodations. The University is not liable for any moving costs or other expenses you may incur as the result of reassignment.

## **IX. Assignment Of Contract**

1. You may not take a roommate, assign, subcontract, lease, or otherwise transfer your interest under this contract; or permit anyone not duly assigned or approved by the Office of Fraternities, Sororities, and Independent Living in consultation with the Fraternity / Sorority Residence to share any part of the room.

## **X. Room Assignments and Changes**

1. Your room will be assigned to you by your Chapter. You may request a room change only within your Chapter house. Any room change must be approved by your Fraternity / Sorority Residence officer, subject to the approval of the Office of Fraternities, Sororities, and Independent Living.

## **XI. Responsibilities Of Room Use**

1. Check-In and Check-Out Requirements: Each Fraternity / Sorority Residence will be responsible for a plan to check in and check out residents. You agree to comply with your Chapter's requirements.
2. Damage or Loss: You are liable and responsible for any damage and/or loss to your room or furnishings provided therein and any other damage or loss you cause to any other part of the Fraternity / Sorority Residence. You must immediately report any such damage or loss to your Fraternity / Sorority Residence officer. Any costs associated with damage or loss you cause will be assessed by the Fraternity / Sorority Residence officer and will be deducted from your damage deposit.
3. Commercial Activities: No commercial business or activity may be conducted in or from any room or University-owned Fraternity/Sorority Residence. Using Fraternity / Sorority Residence telephones for profit-making purposes is also prohibited.
4. Room Inspection: The University reserves the right to inspect rooms or arrange for their inspection to ensure proper maintenance of sanitation and life safety standards, to take inventory, and to make repairs to rooms and furnishings. Periodic inspections are made at reasonable times with advance notice except in emergency situations.
5. Room Care: You are responsible for room or house cleaning, removing waste materials regularly, placing recyclable materials in the designated containers, and maintaining satisfactory sanitation and life safety standards as determined by the Office of Fraternities, Sororities, and Independent Living in conjunction with Cornell's Department of Environmental Health and Safety. Cleaning equipment and materials are provided by the Fraternity / Sorority Residence.
6. Removal of Furnishings: Furnishings provided by the University or Fraternity / Sorority Residence may not be moved without the permission of the Fraternity / Sorority Residence officer or the Assistant Dean of Students, Facility & Finance for Fraternity and Sorority Affairs. Charges for moving any furnishings back to their proper location may be assessed against the student responsible for the unauthorized relocation of furnishings. Unauthorized removal of furnishings from the building constitutes theft and the persons responsible will be subject to administrative action and/or prosecution under the Campus Code of Conduct or municipal or state law.
7. Guests: You may have overnight guests but all guests must comply with the Fraternity / Sorority Residence rules, other University rule and regulations (including but not limited to the Campus Code), and all applicable law. Any violation may be handled by the Fraternity / Sorority, Office of Fraternities, Sororities, and Independent Living or the Judicial Administrator, as applicable. You are responsible for the behavior of your guests and for any damage they do..
8. Noise and Other Disruptive Behavior: You and your guests may not make excessive noise or otherwise disrupt the Fraternity / Sorority Residence or adversely affect other residents, or the Fraternity / Sorority Residence neighbors.
9. Room Painting: You may not paint common areas or your room. Some exceptions may be made for special circumstances with prior approval.

## **XII. Pets**

1. All students residing in the University-owned Fraternity/Sorority Residences are prohibited from having pets in their rooms or building, with the exception of fish that are in tanks no larger than 10 gallons. Fish are allowed provided that their presence, noise, odor, and waste do not constitute problems for other residents or University employees.
2. If you violate this condition, the pet may be confiscated and you may be referred for disciplinary action by the judicial administrator.
3. Service animals are permitted (as determined by the Office of Student Disability Services) but not for training or companion purposes.

## **XIII. Refrigerators And Other Electrical Appliances**

1. Halogen lamps and spider lamps are not permitted..
2. Only vibrating-compressor-type refrigerators drawing no more than three amps to start and one and half amps while running are permitted in bedrooms. During any official University recess in which the Fraternity / Sorority Residence will be closed for more than four days, you must remove all food from your refrigerator, disconnect it, and leave the door open. All other electrical devices must be turned off during any official recess.

3. You may use electrical devices such as radios, record players, tape recorders, typewriters, hair dryers, razors, and clocks provided they are plugged into outlets in your room and do not exceed the amperage limits of the circuits in the room.
4. Constructing computer connections between rooms is prohibited as is running an electrical cord from your room to a corridor outlet.

#### **XIV. Food Preparation**

1. Fire-safety requirements prohibit cooking anywhere in the Fraternity / Sorority Residence except in designated kitchens. Coffeepots, popcorn poppers, and automatic toasters that include self-contained thermostatically controlled heating elements are the only food-preparation appliances that may be used in your room. Any electrical cooking appliance not thermostatically controlled is prohibited anywhere in the Fraternity / Sorority Residence and will be confiscated. Residents who store food in their rooms do so at their own risk. All food must be kept in tightly closed metal containers to help ensure effective pest control.

#### **XV. Fire Safety**

1. You and your guests must immediately evacuate the building if a fire alarm sounds. You are responsible for knowing where the fire alarm boxes are located in your building. Fire extinguishers are for use by trained personnel only.
2. The University is subject to fire and safety inspections by various agencies. If a fine is incurred as a result of your failure to comply with the terms of your Housing Contract or with any request from University staff, you will be responsible for the amount of the fine.
3. You must not store explosive or flammable substances in any portion of University housing. The use of candles, incense, and any other open flames in student rooms is prohibited.
4. You may not hang anything from sprinkler pipes or any part of the fire sprinkler system.
5. You must not activate false alarms, interfere with the proper functioning of the fire-alarm system, or tamper with or remove smoke detectors, fire hoses, extinguishers, or fire-fighting equipment. Violators may be subject to disciplinary action under the Campus Code of Conduct or state or local law. Activating a false alarm is a Class A misdemeanor and can result in a one-year jail term and/or a \$1000 fine for the first offense.

#### **XVI. Exterior Aerials and Antennae**

1. You may not place exterior aerials, antennae, flags, or other display materials on the Fraternity / Sorority Residence or extend them from the Fraternity / Sorority Residence. You may not splice internal cables and run them into a room.

#### **XVII. Water Beds and Hot Tubs**

1. Because of the excessive weight of water beds they are not permitted.  
Hot tubs are not permitted.

#### **XVIII. Weapons**

1. **Possession or use of rifles, shotguns, pistols, and other firearms or ammunition, archery equipment, gunpowder, fireworks, air rifles, air pistols, or any other dangerous instruments is prohibited anyplace on University property**

#### **XIX. Drugs and Alcoholic Beverages**

1. You and your guests must obey federal, state, and local regulations and all University policies on alcoholic beverages and illegal drugs. (See Campus Code of Conduct, Recognition Policy for Fraternities and Sororities, and the Fraternity and Sorority Social Policy).

#### **XX. Soliciting**

1. Soliciting or canvassing is prohibited in Fraternity / Sorority Residences.

#### **XXI. Abandoned Property**

1. If you leave behind any personal property in your room or in the Fraternity / Sorority Residence after your contract ends, without prior permission, the Fraternity / Sorority Residence or the University reserves the right to sell or otherwise dispose of it without further notice.

## **XXII. Repossession By The University**

1. The University reserves the right to repossess student rooms and Fraternity / Sorority Residence facilities in the event of an epidemic or other emergency.

## **XXIII. Liability**

1. In the event of damage by fire, water, steam, or other agents that render a room unfit for occupancy, the University reserves the right to reassign you to alternate University-housing accommodations. If alternate quarters are not available, and your room is unfit for occupancy for more than thirty days, the University may terminate your FSR Contract and you will be entitled to a prorated refund of any housing charges for that period that have been paid. You will not be entitled to any other recompense or damages for such termination.
2. The University shall not be liable, directly or indirectly, for loss of or damage to any article of your personal property or vehicle anywhere on University property caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity, the actions of third persons, or any other cause whatsoever.

## **XXIV. Insurance Of Personal Property (Renter's Insurance)**

1. **Your personal property is not covered by the University insurance. You should carry your own insurance protection against loss of or damage to your personal property.**

## **XXV. Renovation And Maintenance Projects**

1. At times, Fraternity / Sorority Residences must be refurbished or renovated while students are living in them. In some instances it may be necessary to reassign you to a new building, room, or close the residence for a period of time.

## **XXVI. Complete Agreement; Modification; Governing Law**

1. This FSR Contract represents the complete agreement between you and the University, and supersedes any prior contracts or understandings, whether oral or written. The FSR Contract may not be amended in any way without the prior written permission of the University in each instance. The FSR Contract is subject to the laws of the State of New York, without regard to conflicts of laws principles.

**It is the policy of Cornell University actively to support equality of educational and employment opportunity. No person shall be denied admission to any educational program or activity or be denied employment on the basis of any legally prohibited discrimination involving, but not limited to, such factors as race, color, creed, religion, national or ethnic origin, sex, sexual orientation, age, or handicap. The University is committed to the maintenance of affirmative action programs, which will assure the continuation of such equality of opportunity.**