



## 12-Month Housing Agreement/License 2024-2025

Students who applied for 12-month housing, submitted a \$200 housing/security deposit and are matriculated full-time at Monroe Community College (the “College”) or enrolled in a full-time non- credit program at Monroe Community College are eligible. "Full-time" is defined as - twelve (12) credit hours or more; this includes hours added during the drop/add period. During both the summer and time period between the fall and spring semesters, students do not need to be enrolled in a full-time program.

Students in housing during those times are required to be enrolled in a full-time program for the following semester.

Students must meet all health requirements and be in good conduct standing. To be eligible for a room assignment, students must be registered full-time. Students must be enrolled full-time each semester to reside in the residence halls. During both the summer and time period between the fall and spring semesters, students do not need to be enrolled in a full-time program. Students in housing during those times are required to be enrolled in a full-time program for the following semester. If a resident falls below the credit hour requirement during the semester, eligibility to reside in the halls may be revoked and this agreement terminated by The MCC Association, Inc. (the “Association”).

The cost of 12-month housing for 2024-2025 academic year is \$5,575 per semester for a single room or \$11,150 for 12 months. A double room is \$5,050 per semester or \$10,100 for 12 months, and a D room single is \$5,400 per semester or \$10,800 for 12 months.

*The housing agreement will be binding for the entire 12 months;* therefore, students will be financially responsible for all 12 months unless the Housing and Residence Life Department is able to re-establish occupancy. Students requesting to vacate due to graduation, internship, military enlistment or transfer must notify Housing by December 1<sup>st</sup>, or the first business day of December, and provide supporting documentation by January 15, 2025. Payments are due by the published payment deadlines.

Students who fail to make payment by the due date(s) may have an academic hold placed on their account or their housing contract cancelled. Students intending to pay for housing, tuition and fees with financial aid are encouraged to file for financial aid no later than March 9, 2024. Any balance due after estimated aid is applied must be paid before students will be admitted into the residence halls. If the balance due is not paid within 15 days after the scheduled occupancy date, the Association may reassign the room. In such circumstances the Association will retain the student’s housing/security deposit, and the student will remain financially obligated as and to the extent provided in paragraph 5 under “Refunds and Forfeitures”, below.

Students must be 18 years of age by December 31, 2024 to reside in the residence halls; exceptions by permission of Director of Housing and Residence Life.

The Association reserves the right to make room assignments and reassignments as necessary. Housing is limited; students are not guaranteed a room, a specific room assignment, or a specific roommate.

Residents are permitted to have a vehicle on campus but must park in the designated areas for residential students. Parking permits can be purchased for an additional fee per semester paid at the Campus Center Service desk.

Health requirements are mandatory and must be complete prior to admittance into the residence halls. New York State Public Health Law 2165 requires all post-secondary students attending colleges and

universities to demonstrate proof of immunity against measles, mumps, rubella and meningitis (or a signed waiver). For more information, visit the [Health Service website \(www.monroecc.edu/depts/stuhealth\)](http://www.monroecc.edu/depts/stuhealth) or contact Health Services at (585) 292-2018.

Proof of current comprehensive insurance coverage is required. Residents covered by health insurance that is equal to or more comprehensive than the policy available through the College must certify to that effect to receive a waiver. Students must submit the name and policy number of their insurance carrier to the Health Services Office. The purchase of student health insurance coverage through an identified vendor is available at an additional cost to the student.

Individuals who, in the opinion of the Vice President for Student Services endanger the health and safety of oneself or others are not eligible for residence housing. Registered Sex Offenders at risk to re-offend according to New York State law or the law of any other jurisdiction represent an immediate risk or clear and present danger and are not eligible for residence housing.

This housing agreement is not a lease, does not create an interest or right in real property, and may be terminated by the Association as provided herein or in published Association or College policies, procedures, rules and/or regulations.

## Refunds and Forfeitures

This license is binding from August 9, 2024 through July 31, 2025, including all breaks: Thanksgiving closing, winter break, intersession, February break, spring break, and summer. Official College vacation periods are included in this agreement for accommodations and such periods are covered by the fees established in this agreement.

The Association will retain a student's housing/security deposit and (subject to paragraph 5 below) housing fee, and terminate the agreement, if a student living in the residence halls: a) withdraws from the College; or b) is removed from housing; or c) is withdrawn from the College; or d) voluntarily leaves housing; or e) is no longer eligible for housing or otherwise becomes ineligible for housing.

Students who choose to terminate their license during residency or whose licenses are terminated by the Association in accordance with this agreement, will forfeit their housing/security deposit. Students who are called to military service are exempt.

The housing/security deposit will be refunded if a room is not available and the student requests a refund in writing.

If a student withdraws/terminates the housing agreement other than by reason of being called to military service, or if the agreement is terminated by the Association as provided by its terms, the student will be financially obligated for the housing fee until the Housing and Residence Life Department is able to re-establish the occupancy.

This agreement is binding. Occupants agree that housing and tuition fees will be paid by due dates and accept liability for any collection costs as a result of failure to pay, including, without limitation, collection agency fees, court costs and attorney's fees.

Students whose payment for housing includes approved financial aid will be fully obligated to pay the balance of any housing fees as a result of financial aid that does not materialize or for which the student is deemed ineligible (as a result of withdrawals, drops, failure to meet academic progress, or other reasons).

The housing/security deposit is not considered advance payment of the housing fee. The housing/security deposit will be cashed and/or charged and retained by the Association as a guarantee against damage to the room, residence property or furnishings. The housing/security deposit will be refunded within ninety (90) days of the expiration of the agreement provided damage charges have been paid in full and there is no additional damage or housing related fines/charges. All damage charges associated with the suites or common area damages will be split equally and charged as fines against each suitemate's housing/security deposit unless otherwise resolved with the suite residents and the Housing staff. Damage in public areas of residence hall buildings will be assessed at the discretion of the Association. The Association reserves the right to deduct any funds still owed to the Association from the housing/security deposit (ex. Financial Aid Meal Plan, Bookstore credit, emergency student loan, etc.). In the event that the housing/security deposit does not cover the amount for which the student is responsible, the student will pay the shortfall to the Association on demand.

An appeal for a housing fee refund should be directed in writing to the Housing Refund Appeals Committee, Office of Housing and Residence Life. Appeals for a refund of housing fees after check-out must be received within 14 business days of the check-out date. Appeals received after the deadline will be denied. Appeals must include all supporting documentation at the time of the appeal. Appeals received without the proper documentation and appeal form may be denied.

Appeal letters must be written by the student; those written on behalf of the student will be denied. The decision of the Appeals Committee is final.

Residents will receive no reduction or refund of housing fees, nor will the Association or the College be liable to any resident, as a result of interruption of services to utilities, appliances, or other equipment due to repairs, defects or circumstances not caused by the gross negligence or willful misconduct of the Association or the College.

## Inspection and Occupancy

The Association reserves the right to allow authorized personnel to enter into the living area or resident's room at any time.

Public Safety and Residence Hall staff may, at any time and for any lawful reason, deny person(s) access to the residence halls and/or require person(s) to leave college property.

Residents may not assign, sublease or otherwise transfer their rights of occupancy created by this agreement in whole or in part. Any purported assignment, sublease or transfer will be void. All residence hall students are responsible for the whereabouts, possessions and behaviors of their guests.

All person(s) entering the residence halls are *required* to present a valid photo ID and may be subject to search of person or property. No weapons, alcohol, drugs, or non-tobacco smoking products or paraphernalia are permitted on the premises for any reason. The Housing and Residence Life Staff will inspect the room and suites weekly, and as otherwise required as determined by authorized Staff to be necessary or advisable in the interest of health, safety and/or compliance with Association and/or College policies, procedures, rules and/or regulations.

The residence hall buildings will only be used for residential purposes; no solicitation or commercial use of the property is allowed.

During the fall semester, residents may move into the halls prior to classes during designated times. Residents must depart the residence halls by July 31<sup>st</sup> at 5pm if they are not full-time enrolled students in the upcoming fall semester.

Any exceptions to this policy must be approved by the Director of Housing and Residence Life or their designee. Any personal belongings remaining in the resident's assigned room following the applicable departure time (or earlier termination of occupancy as provided in this agreement) may be disposed of by the Association in its sole discretion without further notice to the resident.

A resident choosing to terminate the housing agreement is required to meet with the Director of Housing and Residence Life or designee to discuss the financial consequences. If a housing agreement is terminated for any reason, the resident must return all keys or other access control devices to a Housing and Residence Life staff member and vacate his/her room immediately.

Students who reside in the residence halls must comply with the College's Student Handbook, the Association's Housing and Residence Life Policy Manual, and all other applicable College and/or Association policies, procedures, rules and/or regulations.

Any violations by students which pose a risk to health or safety may result in immediate termination of this agreement. In addition, students may be removed from the residence halls (and their housing agreements will be terminated by the Association) as provided in the College's student disciplinary procedures and/or other applicable College and/or Association policies, procedures, rules and/or regulations.

Neither the Association nor the College will be liable for any personal injuries sustained by resident or by any of resident's guests or invitees in or about resident's room, suite or other areas in or about the residence hall, or for any loss of, damage to or theft of resident's personal belongings or those of resident's guests or invitees, resulting from any cause whatsoever unless the injury, loss, damage or theft is caused by the gross negligence or willful misconduct of the Association or the College. The resident releases the Association, the College, and their respective trustees, directors, officers, employees, agents, contractors and representatives from any and all claims resident may have in the future, waives all such claims, and agrees not to sue the Association, the College, and/or their respective trustees, directors, officers, employees, agents, contractors and/or representatives for any such claims, for liability arising out of any such injury, loss, damage or theft, including but not limited to claims arising out of the negligent acts or omissions of any or all of the foregoing persons/entities or others.

## Miscellaneous

The Association's exercise of, or failure to exercise, any right or remedy under this agreement will not be considered a waiver of any other right or remedy or of the right to exercise that or any other right or remedy in the future. Any change to this agreement must be in writing and signed on behalf of the Association to be effective. This agreement will be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles. Jurisdiction of any litigation with respect to this contract will be in New York, with venue in a state or federal court of competent jurisdiction located within the geographic boundaries of the federal Western District of New York. If any portion of this contract is held invalid by a court of competent jurisdiction, the remaining terms will continue in full force and effect.