

student housing occupancy agreement 2010-2011



Albany College of Pharmacy
AND HEALTH SCIENCES

SECTION I – Assignments and Occupancy

- A. The College makes all assignments without regard to race, color, religion, national or ethnic origin, and/or sexual orientation. The College rejects all requests for changes of assignment based upon reasons of race, color, religion, national or ethnic origin, and sexual orientation.
- B. The College cannot guarantee a student a particular kind of accommodation. Assignments to specific rooms/suites/apartments will be made as space allows.
- C. Though they cannot be guaranteed, mutual requests for assignment with a specific roommate will be granted when possible.
- D. All room assignments/changes must be administered and approved by Residence Life staff. As such, students may not move without completing the appropriate paperwork and receiving approval from a professional member of the Residence Life staff or a designee.
- E. In an effort to maximize space, the College reserves the right to move students together even though the situation may be no one's fault and inconvenience may be experienced. Residents with unoccupied spaces in their rooms may not refuse a roommate.
- F. The College reserves the right to assign a new occupant to fill a vacancy, to make changes in room/suite/apartment assignments, and to reassign a student in the residence halls.

SECTION II – Rooms/Suites/Apartments

- A. No one, other than College officials, paraprofessionals, service providers, and Public Safety personnel, shall be permitted to enter a room/suite/apartment without the permission of the occupants.
- B. Care of individual rooms/suites/apartments is the responsibility of the assigned residents. Damages to property must be reported immediately to Residence Life or Physical Plant staffs. Cost of correcting such damage will be borne by the residents involved. Residents are expected to maintain their rooms/suites/apartments in a condition acceptable to the Residence Life and Physical Plant staffs. Residents are also required to maintain building common areas.
- C. The furniture/furnishings provided must remain in the room/suite/apartment in which they are found and must be used in the manner intended. Furniture found in common areas are for the use of all members of the community and, therefore, should not be removed from the area where it is placed.
- D. Some windows in the halls contain security screws to insure the safety of all residents. Removal of these screws is strictly prohibited and violators will be charged \$25 per student living in the room. Removing the window screen and dumping, throwing, or projecting objects from the window is prohibited. Residents may not store items on window ledges or hang items outside of

their windows. Signs, pictures, and other postings that can be viewed from the exterior of the building are not permitted.

- E. The Administration reserves the right to enter and inspect rooms/suites/apartments for repair, maintenance, security, cleanliness, safety, and in cases of emergency. Residents may not be notified in advance of room, suite, apartment, or building inspections. The Administration may also inspect a room/suite/apartment at any time if there is reason to believe that the resident(s) is/are in violation of any part of this agreement. The products of unauthorized activity will be seized if discovered during an inspection.
- F. No individual or group of individuals may position themselves or any object so that free movement to an exit is restricted or blocked. Therefore, room/suite/apartment occupancy limits are set at double the occupancy plus one (i.e. a double room can be occupied by no more than 5 students at a time).
- G. Some areas in the residence halls are restricted and not for general student use. These areas include, but are not limited to: electrical/mechanical closets, storage rooms, physical plant/housekeeping areas, office spaces, roofs, etc.

SECTION III - Safety and Security

A. Personal Safety Procedures

1. Residents must lock their room/suite/apartment door and carry their keys and access fob with them whenever they leave their room/suite/apartment.
2. Residents should not leave their personal property or anything of value visible, unattended, or unsecured.
3. Propping open outside doors at any time is prohibited.
4. Residents are **not permitted to loan their key(s) or access fob** to anyone for any reason, unless instructed to do so by a College official. Residents who lose their access fob should immediately notify a member of the Residence Life professional staff to get the fob replaced. There is a \$20 charge to replace a lost or missing access fob.
5. Residents are not permitted to duplicate or copy keys that are issued to them by Albany College of Pharmacy and Health Sciences (ACPHS). Residents who lose their room/apartment key should see a member of the Residence Life professional staff to report the missing key and get the key replaced. When a key is lost, a lock change will be made to insure the safety of the resident(s). [There is a \\$140-\\$300 charge to re-key a door depending on location and what key \(room/apartment/suite\) is lost. There is also a \\$50 charge to re-key a mailbox.](#)

6. Students should report any suspicious activity or individual to a College official or Public Safety immediately.
7. In the interest of personal safety and out of respect for the hall environment, students are prohibited from participating in activities which are disruptive to residents. This includes, but is not limited to, playing sports, riding bikes, skateboards, etc. in the hallways and common areas of the building.

B. Fire Safety Regulations and Procedures

1. Activation of false alarms and tampering with or misuse of fire or safety equipment, either accidentally or maliciously, is prohibited. Examples include, but are not limited to, exiting through emergency doors in a non-emergency, removal of exit signs, & tampering with smoke detectors or fire extinguishers.
2. Should a fire alarm sound, students must evacuate the building immediately and may not return until they receive word from a College official, Public Safety, or Albany Fire Department official to do so.
3. Wall coverings, posters, etc. are limited by the City Fire Code to 40% of the available wall space. Determination about the amount of coverage is at the discretion of a professional member of the Residence Life and/or Physical Plant staffs.

C. Restricted Items

1. The following types of items are banned from residential areas for safety reasons (additional items will be added as necessary):
 - a. **Expressly forbidden are the following:** candles, incense, oil lamps, unapproved lofts, cement blocks, extension cords, open coil heaters, air conditioners, satellite dishes, halogen lamps, personal microwaves, mini-refrigerators, woks, immersion coils, deep-fat and French fryers, rotisseries, hot plates, stoves, and any type of exposed burner, frying appliance, or other types of open flame devices.
 - b. **Allowed for cautious and limited use are:** Allowable appliances include electric blankets, stereos, radios, TVs, DVD players, video game systems, power strips, VCRs, hair dryers, curlers/curling irons, hot pots, and coffee pots. The following items may only be used in the Holland/Princeton Suites kitchen areas: George Foreman grills, popcorn poppers with the heating element housing in a covered unit, toaster-type closed ovens, crock pots, and electric skillets/fry pans.
 - c. **Christmas Trees/Flammable Decorations:** Real Christmas trees are not allowed in the residence halls. Only potted trees or plants are allowed in student rooms. During holiday seasons and throughout the year, only fire resistant decorations are permitted at the discretion of a Residence Life professional staff member. In addition, decorative electric lights of any kind are not permitted in residence halls.

D. Sanitation Regulations

1. The Administration and the Office of Public Safety reserve the right to enter and inspect rooms/suites/apartments for repair, maintenance, security, cleanliness, safety, and in cases of emergency. The relevant administrative personnel will conduct the inspections. Residents may not be notified in advance of room, suite, apartment, and building inspections.
2. Residents are required to dispose of trash from their rooms/suites/apartments. Trash is to be placed in the dumpster. Any trash bags or boxes left in the hallways/common areas of the residence hall will be charged to the residents responsible at a rate of \$25 per box or bag.
3. Residents are required to keep their rooms/suites/apartments clean. This includes common rooms, kitchens/kitchenettes, bathrooms, bedrooms, and living rooms.

E. Dangerous Materials

1. Possession/use of firearms or weapons is forbidden in the residence halls. Illustrative examples include: BB guns, pellet guns, recreational/hunting knives, martial art implements, etc. This is not an exhaustive list.
2. Fireworks, explosives, hazardous materials, chemicals, and combustible substances are not to be stored or used in or around the residence halls.

F. Pets

1. Pets, other than gold fish in a small glass bowl of no more than one gallon, are prohibited.

SECTION IV – Quiet/Courtesy Hours

- A. Quiet/Courtesy hours are necessary for study. It is required that they are observed. Quiet/Courtesy hours are in effect from 10 p.m. through 10 a.m. Sunday through Thursday. Weekend hours are Friday and Saturday night beginning at 1 a.m. and ending at 10 a.m. All other hours are “courtesy hours.” This means that if another resident student or staff member asks for reduced noise the request will be honored.
- B. At the discretion of Residence Life Staff, when Quiet/Courtesy hours are not in effect, noise levels must be maintained to a degree where other residents are not disturbed.
- C. One week prior to Exam week and during Exam week, Quiet/Courtesy hours are in effect 24 hours per day.
- D. In conjunction with Residence Life staff, students may elect to establish additional quiet hours which are to be posted on the wing or floor and to be adhered to by guests

SECTION V – Guest Policy

- A. Guests are subject to the same regulations as the residents. Each resident is responsible for the conduct of his/her guest(s). All guests must sign in and out on the Guest Log located at the entry doors in each residence hall. Visitation times are between the hours of 10 a.m. and 1 a.m. Sunday through Thursday and 10 a.m. and 3 a.m. on Friday and Saturday. A resident may have no more than 3 guests at any given time.



- B. Guests are not to be left unattended in any part of the residence hall facilities.
- C. If a guest violates the rules and regulations of this Agreement, the resident will be responsible for the damage, residence hall sanctions, and/or residence hall fines that are levied and the guest will be asked to leave at the discretion of the Residence Life Staff and may lose future visitation privileges.
- D. If the guest is a resident student, he/she will also be held accountable for violations, damages, fines and/or sanctions levied.
- E. Overnight guests are permitted. However, the resident student must complete an Overnight Guest Form with a Resident Assistant at least 48 hours in advance. Residents must also get the approval of their room/suite/apartment mates. Residents of another room/building and those in the same building are considered to be guests. The host student is also required to complete the Overnight Guest Form for these individuals.
- F. Each resident in South Hall and Notre Dame is permitted overnight guests for a maximum of 10 nights per academic year. Residents of the Holland/Princeton Suites are permitted overnight guests for a maximum of 5 nights per month. Overnight guests are not permitted to stay in the residence hall for more than three consecutive nights. The purpose of permitting overnight guests is to provide a convenience to resident students that wish to host a friend or family member from out of the area. Abuse of this policy, as determined by a professional member of the Residence Life staff, will result in revocation of the privilege of hosting overnight guests.
- G. Overnight guests are not permitted to stay if the nature of the visit is Fraternity related.
- H. If the above procedures are not observed, all guests are considered to be trespassers and are subject to immediate removal.

SECTION VI – Smoking Policy

- A. The residence halls at ACPHS are classified as smoke-free living communities. In the interest of safety and health smoking is strictly prohibited. Any student or guest regardless of age who is present in a room/suite/apartment where smoking is or has been taking place is in violation of the Smoking Policy regardless of whether or not they were smoking themselves.
- B. Smoking may only be done in specifically marked and designated smoking areas outside of the residence halls.

SECTION VII – Alcohol Policy

- A. Possession and/or consumption of alcoholic beverages or containers are prohibited in South Hall and Notre Dame. Alcohol is permitted for resident students 21 years of age or older living in the Holland/Princeton Suites.
- B. Possession and/or consumption of any form of alcohol in an open container, including but not limited to cups, cans, plastic containers or

bottles, is prohibited outside a student's apartment and/or any outside campus area, regardless of whether the student is of legal drinking age.

- C. In areas where alcohol is prohibited, any student regardless of age who is present in a room/suite/apartment where alcohol or alcohol containers are present is in violation of the Alcohol Policy, regardless of whether or not they are consuming or possessing alcohol.
- D. Persons under the age of 21 years may not possess or consume alcohol or alcohol containers anywhere on residence hall property, including, but not limited to, parking lots, resident rooms and public areas in the building, such as lounges, hallways, and stairwells.
- E. In Holland/Princeton Suites, where all residents of the apartment are under 21 years old, possession and/or consumption of alcoholic beverages or containers are prohibited. This includes possession and/or consumption by guests or visitors who are of legal drinking age.
- F. If alcohol or alcohol containers are discovered in a room/apartment and the resident (s) are not present, each resident is in violation of the alcohol policy.
- G. In Holland/Princeton Suites apartments where not all the residents of an apartment are of legal drinking age, those residents over twenty-one years of age may keep alcohol in the apartment; however, these students are prohibited from consuming with or in anyway providing alcohol to those residents who are not of legal drinking age.
- H. A student of legal drinking age may not possess more than one case of beer, two liters of wine, or one liter of distilled spirits. The use or possession of kegs, beer balls, beer bong, tap devices, or plastic funnel devices used for the consumption of alcohol is strictly prohibited in the residence halls.
- I. Any resident student, regardless of age, determined to be intoxicated on residence hall property is in violation of the Student Code of Conduct. Whether or not a student is or is not intoxicated is determined by the College official's discretion alone.
- J. Under no circumstances will intoxication be accepted as an excuse for the destruction of property, disorderly conduct, or other objectionable behavior.

SECTION VIII – Drug Policy

- A. Use, possession, and/or distribution of illegal substances is forbidden anywhere on residence hall property, including, but not limited to, parking lots, resident rooms, and public areas in the building, such as lounges, hallways, and stairwells.
- B. Possession and/or use of drug paraphernalia (e.g., hookahs, bong, pipes, or homemade equipment) are prohibited.
- C. Any student or guest who is present in a room/suite/apartment where illegal substances and/or drug paraphernalia are being used or have been used, possessed, or distributed is in violation of the ACPHS Drug Policy, regardless of whether or not they were using, possessing, or distributing the illegal substance/paraphernalia themselves. Students in violation of the Drug Policy will also be referred to the Student Code of Conduct.



SECTION IX – Community Standards

- A. Students are expected to treat all members of the College community with respect. Members of the Residence Life Staff, Physical Plant/Housekeeping Staff, and Public Safety are all considered part of the College community.
- B. Refusal to cooperate with the request of any College official, both professional and paraprofessional (RA), is prohibited. Uncooperative behavior includes, but is not limited to: lying, being disrespectful, non-compliance, not opening the door when staff members knock and identify themselves, using abusive, inappropriate or lewd language or behavior, etc.
- C. Behavior that disregards the rights of individuals or the community, interferes with the normal functioning or safety of the community, or causes physical damage to property is prohibited.
- D. Harassment or intimidation of any kind will not be tolerated.

SECTION X – Parking Policy

- A. Students with vehicles must purchase a valid parking permit from the Office of Student Services, as well as register their vehicle. They are to park only in the student designated residence hall parking lots. Parking in a Visitor, Handicap, Fire Lane, or Faculty, Administration, Staff parking lot/space is a violation of the Parking Policy of the College. Students are required to follow all College parking regulations.
- B. Due to inclement weather and maintenance requirements, vehicles sometimes need to be moved to alternate parking lots. Students who do not comply with these requests, when made, risk having their vehicle towed at the discretion of designated College officials. The College will not be held responsible for any damages, fines, fees, etc. incurred due to or during the towing process.

SECTION XI – Enforcement/Sanctioning

- A. Violations of the Occupancy Agreement will be adjudicated by members of the Residence Life staff. Examples of sanctions for residence hall violations include, but are not limited to, educational sanctions, written warnings, fines, suspension of privileges, and revocation of this agreement. Incidents that are also in violation of the Student Code of Conduct may be adjudicated by the Student Conduct Committee.
- B. All monies received through the collection of fines go into the Residence Hall Activity Fund for resident students. Violators have fourteen (14) calendar days to make payment. If payment is not made within fourteen (14) calendar days, the fine is doubled for every one (1) week it is pending.

SECTION XII – Finance Policy

- A. **This Occupancy Agreement is in place for the entire academic year. Each resident will be liable for payment, in full, for the entire academic year.** Students whose Occupancy Agreement is revoked for violating the Agreement will receive no financial reimbursement.
- B. This occupancy agreement is not a lease and does not give resident rights similar to that of a tenant in an apartment. It gives the resident

an assigned space in the ACPHS residence halls, which can be terminated at any time by ACPHS upon notice to the resident.

- C. For residents of Holland/Princeton Suites, occupancy of rooms/apartments is limited to the term that students have signed up for. The Suites do not close during typical holiday and semester break periods.
- D. For residents of Notre Dame and South Hall, occupancy of rooms is limited to the periods when the College is in session. When the College is closed during holiday periods and between semesters, requests for special arrangements may be made through Residence Life professional staff if occupancy by a resident is necessary. These facilities are closed during the following breaks: Thanksgiving, Inter-semester, and Spring Break.
- E. The College is not responsible for damage or loss of any personal property of a resident, either in the residence halls or on its grounds. It is suggested that each student have his/her parents contact their Homeowner's Insurance carrier to make sure that belongings are insured.
- F. Any fines imposed due to violation of the Occupancy Agreement, as well as payments for missing items or damages not caused by normal wear, must be paid in full.
 - 1. Each time an item is stolen or vandalized and replaced by a new one, it directly affects the overall operating costs. If the responsible students cannot be identified, all residents, except for Residential Staff, will be equally billed for the damages.
 - 2. Any unusual cleaning charge will be deducted from the damage deposit.

Subject to change without notice. Contact the Director of Campus Life for further information.



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