

## Office of Housing, Meal Plan, and I.D. Card Services Office of Residence Life

### Terms and Conditions of Student Housing 2017-18

#### 1. Introduction

These are the terms and conditions for occupying student housing at Syracuse University. They are an inseparable part of the electronic application for student housing. When the application is accepted by the University, these terms and conditions shall be enforceable against it and against the student and other financially responsible person signing the application. Syracuse University requires students to reside in University housing during their first two years of enrollment at the University regardless of class standing. Notwithstanding the foregoing, transfer students are not required to reside in University housing but are encouraged to apply for housing, and housing will be assigned to transfer students at the University's discretion if it is determined that space is available. Students will be financially responsible for the cost of University housing attributable to the mandatory periods even if they fail to occupy University housing as required by University policy. Similarly, students who elect to live in University housing for a given academic year by participating in the University's housing lottery process will be financially responsible for the cost of University housing for that academic year if they fail to occupy the housing. Students not required to live in University housing may do so if they desire, with the consent of the University, provided space is available. Students who elect or are required to live in Syracuse University student housing are obligated to the terms of this Agreement for the period set forth in item 4. All undergraduate students living in Syracuse University student housing, with the exception of students in South Campus apartments, are required to be on a Syracuse University meal plan. All students occupying student housing are required to adhere to the Code of Student Conduct published in the Student Handbook and the Residence and Departmental Community Standards as established by the Office of Residence Life. All students and guests shall comply with this Agreement. Except as provided herein, a violation of any provision of this Agreement shall be considered a substantial violation of the Agreement and shall constitute sufficient grounds for removal or relocation to another housing unit.

#### 2. Definitions

The following terms shall have the meanings set forth when used in this Agreement:

- (a) "The University" shall mean Syracuse University.
- (b) "The student" shall mean the student at the University occupying the student housing unit upon the terms and conditions of this Agreement. It shall also include, when the context requires, any other person signing the application for housing as being financially responsible for paying housing charges.
- (c) "Student housing" shall mean student housing at the University designated by it for occupancy by students.

#### 3. Eligibility For Student Housing

The University reserves the right in its sole discretion to determine who shall be eligible for student housing. The following are minimum requirements, but the University may establish other requirements from time to time:

- (a) No person shall be admitted to student housing unless that person is an undergraduate student at the University who meets the requirement set forth in paragraph 3 (b) of this Agreement.
- (b) Undergraduate students must be registered for at least 12 credits per semester.

#### 4. Duration of Occupancy

Regardless of class standing, or how many semesters the student has resided in University housing, housing agreements are for the full academic year, both fall and spring semesters. Room charges are billed by the semester. The term of occupancy and financial obligation is from August to May. Students who select housing and are registered will be financially responsible for the occupancy term if notice of cancellation is not received by the following date: *May 1*, returning students who select housing during the spring housing lottery process; *June 1*, housing applicants other than those students assigned during the spring housing lottery process; *January*

*1*, housing applicants for the spring semester only. The housing unit shall be available for occupancy 24 hours prior to the first day of registration for the normal undergraduate semester and shall be vacated not later than (i) 24 hours after the student's last regularly scheduled final exam for the semester or (ii) the end of the undergraduate exam periods for the year, whichever occurs first. Occupancy of provisional housing for additional periods accommodating longer academic years in some colleges shall be at additional pro-rated rates. Should the student not obtain a key and occupy the housing unit assigned by the first day of classes of each semester, or provide notice of late arrival, the University may terminate this Agreement by written notice and assign the housing unit to another student. In such event the student shall remain financially responsible for the housing charge to the extent provided in this Agreement (including, without limitation, paragraph 1 above).

#### 5. Housing Charges

All housing charges are established each year by the University and are uniform based upon the type of housing and the term of occupancy. Housing charges shall be determined by the University prior to the beginning of the occupancy term and published in its bulletin or other schedule of fees and charges and upon publication shall be effective for purposes of this Agreement.

#### 6. Payment of Housing Charges

Housing charges must be paid to the Syracuse University bursar's office upon receipt of the bill.

#### 7. Utilities

The University shall furnish at no additional cost all heat, light, and water reasonably required for the housing unit occupied by the student. Such utilities shall be furnished in accordance with the existing design of the housing unit or building occupied by the student and shall be subject to load limits and availability. The University may charge the student for any extraordinary or unreasonable use of utilities. The student shall not tamper with temperature sensors. The University shall not be liable for any interruption of utility service unless such interruption is caused by its gross negligence.

#### 8. Use of Premises

**(a) Residence Purposes Only.** The student shall use the housing unit only as a residence for himself or herself. The living space may not be used for business purposes.

**(b) Maintenance and Repairs.** The University shall be responsible for all maintenance and repair of the housing unit and its furniture and equipment. The student shall not attempt to perform such maintenance or repairs, but shall notify the University's FIXit Office of the need for maintenance or repairs. The University will inspect residential units for pest control purposes, and will provide treatment as necessary.

**(c) Right of Entry.** The University reserves the right to enter the housing unit from time to time at reasonable hours for reasonable purposes and not an excessive number of times to inspect the housing unit or perform repairs and maintenance. The University shall endeavor to give advance notice to the student of the proposed entry, but such notice is not required and is specifically waived where emergency or other conditions, including safety and security conditions, prevent the giving of notice or make it impracticable. The student shall not interfere in any way with the University's right of entry under this subparagraph.

**(d) Notice of Safety Inspection.** The New York State Office of Fire Prevention and Control (OFPC) inspect annually all residential facilities, including randomly selected student living spaces. The OFPC is able to levy fines for all violations that are identified and not corrected. Students will be notified in writing of violations found and provided a minimum of 30 days to correct the violation. Payments of fines for uncorrected violations within student living spaces are the responsibility of the student(s).

**(e) Furniture.** Furniture supplied by the University shall be maintained in its

proper location. The student may rearrange the furniture within the housing unit but may not disassemble it, exchange it with other students, or move it to other locations. Furnishings shall not block windows, doors, or heating units. Furniture shall not be placed on top of other furniture. Furniture shall only be used for its intended purposes. No furniture shall be taken from lounges or other common areas and placed in a student's private area of residence or moved to any other location. University furnishings are not to be used outside the housing unit.

**(f) Elevated Beds.** The University recommends the use of University-supplied furniture and mattresses and does not endorse the use of student-constructed bunk beds or other elevated beds (lofts) in campus residences. In the event of use of such beds, students do so at their own risk. Elevated beds must not exceed 5 feet, 6 inches from the floor, must be 3 feet from windows, be at least 18 inches from sprinkler heads, and may not be more than 48 inches wide. The University retains the right to order the dismantling, or prohibit the use, of any elevated bed. The University does not assume any obligation to inspect or approve elevated beds constructed or installed by students. The failure to prohibit the use of any such bed is not to be construed as approval.

**(g) Air Conditioning, Refrigerators, and Other Appliances.** No air conditioning or other heating or cooling equipment or apparatus shall be added to or utilized in the housing unit. However, students requiring air conditioning for medical reasons may request special permission. Student may submit, in advance of occupancy, a Request for Reasonable Housing or Meal Plan Accommodation form explaining the nature of the disability. Permission is subject to confirmation of the medical need by the University's Office of Disability Services. Refrigerators, less than 5 cubic feet, may be used in student rooms. Space heaters, lava lamps, halogen lamps, and multi-headed lamps are prohibited and subject to immediate confiscation and disposal. The student shall be responsible for paying all costs and making necessary arrangements for the property to be removed from the University's premises. The use of extension cords is prohibited in all University Housing facilities including the South Campus apartments. The use of a UL-listed grounded power strip with a built-in fuse or circuit breaker is permitted. "Daisy chaining" or plugging two or more power strips into one another is prohibited. Extension cords will be confiscated and not returned.

**(h) Keys.** Residence hall and apartment keys are issued by the University to the assigned student upon checking into the residence facility. Issued keys are for the express use by the assigned student and may not be given or loaned to another individual. In the event that a student loses or misplaces a residence hall or apartment key, that student shall be responsible for the reasonable and actual cost of both parts and labor associated with replacement of the locking cylinder and new keys for the unit. Replacement keys shall be obtained only from the University. Keys may not be duplicated by the student. The student may be charged a reasonable fee when the University is required to unlock a door for a student who has lost or misplaced a key or is otherwise locked out of his or her room. Keys must be surrendered at check out.

**(i) Storage of Personal Belongings.** No personal belongings are to be stored in the parking lots or premises surrounding student housing or in any of the common areas of such housing. All personal belongings are to be stored in the student's housing unit or such other place as may be designated by the University from time to time. No flammable substances, including motorcycles and motors, shall be stored or used on the premises. Storage of personal belongings in student housing other than during the occupancy term is not permitted.

**(j) Pets.** Fish are permitted in tanks, not to exceed one 10 gallon tank per student. Other than fish, no pets or animals of any kind are permitted in any student housing or surrounding University property whatsoever under any circumstances, except service animals for persons with physical disabilities may be permitted upon written approval from the Office of Disability Services.

**(k) Guests.** The University will permit registered guests to stay overnight in student housing for periods not exceeding three consecutive days, subject to consent by all authorized roommates. Students are directed to the Office of Residence Life ([orl.syr.edu](http://orl.syr.edu)) for policy information and to register an overnight guest. If the University terminates its permission for any reason, guests must vacate immediately. The student resident is responsible for the conduct of guests and may be held financially and/or judicially responsible for guests who remain in University housing for more than three consecutive days and/or for any damage or misconduct caused by guests.

**(l) Smoking.** Smoking, including the use of e-cigarettes and vapes, is not permitted in any University residence hall or apartment. The University is a smoke/tobacco free campus.

**(m) Other Rules and Regulations.** The living and study conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of the University and all of its students. Therefore, the University may impose, and the student shall abide by, other and further rules and regulations for the conduct of students occupying student housing at the University. Such rules and regulations shall be published and made generally available by the University from time to time. They shall be enforceable upon the student upon publication and without further notice.

#### 9. Special Provisions—North Campus/Skyhall Residence Hall Housing

The following provisions relate only to residence hall housing:

**(a) Cooking.** Except in locations provided, the student shall not use cooking appliances (ovens, hot-plates, toasters, toaster ovens, crockpots, George Foreman-type grills, and other similar devices) for any purpose. Other high-heat appliances (irons, coffee makers, hot-air popcorn makers, and other similar devices) are permitted provided they are UL-approved and used in the manner intended. Use of a compact microwave oven, up to 1000 watts, is permitted if it is the only appliance in use on the circuit.

**(b) Vacations and Recesses.** Residence halls are closed for occupancy during the academic recess between the fall and spring semesters.

**(c) Trash Disposal.** Rooms, corridors, and common areas are to be kept free of trash, debris, and recyclables with such items disposed of in the facilities provided.

#### 10. Special Provisions—South Campus Apartment Housing

The following provisions relate only to student apartment housing located on the University's South Campus:

**(a) Duty to Pay Housing Charges.** Each student shall be responsible for paying the housing charges due for the term of occupancy based upon the number of students occupying the housing unit.

**(b) Cooking or Electrical Devices.** Other than devices furnished by the University, no cooking devices (including, but not limited to, charcoal grills; gas, butane, or propane grills or stoves and their fuel; and other similar devices) shall be permitted or fuel stored in or around the housing unit, on any balcony or porch, or in any other place constituting a fire hazard. Electric freezers, washers, clothes dryers, air conditioners, dishwashers, roasting ovens, and other major appliances are also prohibited. A microwave oven is permitted if it is the single appliance in use on the circuit and is rated at 1000 watts or less.

**(c) Trash Disposal.** All trash, rubbish, and recyclables are to be disposed of in the facilities provided by, and the manner prescribed by, the University. No other garbage cans or other disposal facilities may be utilized. The student shall not prevent or hinder access of University personnel and vehicles to the trash disposal facilities. Any trash, rubbish, and recyclables not disposed of properly may result in a disposal fee.

**(d) Porches and Stairways.** Porches and stairways must be kept free of any obstruction to normal approach to the housing units. The use and/or storage of personal belongings, upholstered furniture, or University supplied furnishings on porches, stairways, and under stairways is prohibited, except for approved outdoor furniture which may be used on front porches as weather permits. Improperly stored items may be removed without prior notice and disposed of following the University's abandoned property procedures.

**(e) Waterbeds.** Waterbeds are prohibited. However, students requiring a waterbed for medical reasons may request special permission. Students may submit, in advance of occupancy, a Request for Reasonable Housing or Meal Plan Disability Related Accommodation form explaining the nature of the disability. Permission is subject to confirmation of the medical need by the University's Office of Disability Services. Approved waterbeds are permitted in ground floor, three-bedroom apartments only.

**(f) Pools and/or Hot Tubs.** Pools and/or hot tubs are prohibited within the housing unit, parking lot, sidewalk, or lawn surrounding University facilities.

#### 11. Room Assignments

Room assignments shall be made by the University in its sole discretion. Advance notification of roommate assignments may not always be possible. The use of lottery, preference, seniority, or time priority systems for making such assignments may be changed or limited in its sole discretion. Only individuals of the same gender are assigned as room or apartment-mates in student housing. During the housing lottery process only, a limited opportunity to select a gender inclusive room exists for returning students participating in the process. The University shall reasonably cooperate with students desiring a change in room assignments. Any student desiring a change shall apply to the housing office and comply with its prescribed procedures. Failure to comply with the housing office's prescribed

procedures may result in disciplinary proceedings and/or administrative fines. The student shall pay upon the University's request any increase in housing charges for the new room assignment, including increases that are incurred by the student as a result of University judicial action. The University reserves the right to assign occupants to different University housing in the event of a redesignation of housing unit category, or substantial conflict with other community members. The University also reserves the right to assign occupants to other units in comparable student housing in order to make optimum use of space. At any point in the academic year, residents of rooms or apartments that are not occupied at capacity may be required to relocate to comparable space in another housing unit. Upon any change in the number of students occupying the housing unit, the housing charges payable by each student shall be adjusted as of the date of the change based on the University's prevailing housing rates, including South Campus apartments occupied by three or four when occupancy decreases. Any additional housing charges due to the University shall be paid upon the University's giving of a notice setting forth the amount due, and the University shall promptly pay any refunds due to the student(s).

## 12. Special Provisions—Sheraton Hotel

The following provisions only apply to students assigned to the Sheraton Hotel for housing:

**(a) Cooking.** Except in locations provided, the student shall not use cooking appliances (ovens, hot-plates, toasters, toaster oven, crock pots, George Foreman-type grills, and other similar devices) for any purpose. Other high-heat appliances (irons, coffee makers, hot-air popcorn makers and other similar devices) are permitted provided they are UL-approved and used in the manner intended. Use of a compact microwave oven, up to 1000 watts, is permitted if it is the only appliance in use on the circuit. Only refrigerators provided by the hotel may be utilized.

**(b) Bathrooms.** Bathrooms will be cleaned by Hotel staff once a week. All personal items must be removed from the counter. Occupants need not be present. Service may not be refused.

**(c) Guests.** All guests visiting the Hotel between the hours of 9:00 p.m. and 6:00 a.m. must be accompanied by a student living in the Hotel, or check-in with the University guard situated in the lobby of the Hotel. The University will permit registered guests to stay overnight in student housing for periods not exceeding three consecutive days, subject to consent by all authorized roommates. Students are directed to the Office of Residence life (orl.syr.edu) for policy information and to register a non-student overnight guest. If the University terminates its permission for any reason, guests must vacate immediately. The student resident is responsible for the conduct of guests and may be held financially and/or judicially responsible for guests who remain in University housing for more than three consecutive days and/or for any damage or misconduct caused by guests.

**(d) Smoking.** Smoking is not permitted in the Sheraton Hotel.

**(e) Pets.** No pets or animals of any kind are permitted in the Sheraton Hotel.

**(f) Noise.** Residents will not disturb others in the Hotel. The Hotel has a noise control policy of zero tolerance. After a complaint has been made and the offending party notified of the complaint, a form is issued and signed. The 2nd complaint will result in the resident being required to relocate to other University housing immediately.

**(g) Vacations and Recesses.** Student housing in the Sheraton Hotel will close for occupancy during the academic recesses between the fall and spring semesters. Students will be required to vacate their rooms at the Hotel during these periods.

**(h) Trash Disposal.** Rooms, corridors, and common areas are to be kept free of trash, debris, and recyclables with such items disposed of in the facilities provided.

**(i) Parking.** Hotel parking will not be permitted.

**(j) Shuttle.** The Hotel shuttle is for use only by traditional guests and cannot be used by any student whether or not they are being accommodated at the Hotel. This includes transportation to and from the airport, train station, campus, mall, Armory Square, etc.

**(k) Check Out.** Residents must check out no later than (i) 24 hours after their last regularly scheduled final exam for the semester or (ii) Wednesday, May 9 at noon, whichever comes first.

**(l) Rules and Regulations.** Residents will comply with all Rules and Regulations adopted by the Sheraton Hotel.

## 13. Meal Plans

All undergraduate students living on North Campus, Sheraton Hotel, and students living in the Skyhalls on South Campus are required to be on a designated meal plan. First-year students may select between the Premium,

Deluxe-, 19-, and 14-Meal Plans. Sophomores may choose between the Premium, Deluxe-, 19-, 14-, 10-, and 7-Meal Plans. Meal plans entitle the student to enter a dining center once during the hours scheduled for a meal. In addition, each meal plan includes a SUPERCARD FOOD cash account that can be used on an a-la-carte basis in designated cash dining operations and University vending machines. The student's valid SU I.D. card allows entry into the dining centers for those on a meal plan. These cards are not transferable. Lost or stolen cards should be reported to the Office of Housing, Meal Plan, and I.D. Card Services or the Department of Public Safety as soon as possible. There is no reimbursement nor replacement of unused, lost, or stolen portions of a meal plan. Appropriate changes in meal plans may be made during the first two weeks of classes each semester. Purchases of SUPERCARD FOOD amounts may be cancelled within three business days. With the exception of academic vacation periods, meals are served from the first day of the week of class registration through the last day of the undergraduate examination period for the fall and spring semesters. New York sales tax may be applicable and added to the amount of any University fee and charged in accordance with applicable law.

## 14. Personal Injury and Personal Property

The University shall not be liable for any personal injury sustained by students or guests in or about student housing units or for any loss or damage to the personal belongings of students or guests occupying student housing units, whether caused by or resulting from fire, explosion, theft, vandalism, unlawful entry, falling plaster, steam, electricity, gas, water, the elements, the acts of other persons and/or other students, or any other cause whatsoever, unless the injury, loss, or damage is due to the negligence of the University or its employees. The University recommends that personal belongings be insured by the student under an appropriate insurance policy. Any personal belongings left behind by a student following termination of occupancy for any reason may be disposed of by the University at its discretion without any responsibility to account for any property it may sell or otherwise dispose of.

## 15. Termination of Occupancy

**(a) Immediate Notice.** Upon written notice from the senior vice president of student affairs or his or her designee, the University may immediately terminate the occupancy of a student if necessary to enforce the terms of an interim suspension, suspension, expulsion, or enforced medical withdrawal from the University or student housing.

**(b) Leave of Absence.** Upon filing a medical leave of absence or other voluntary leave of absence with the University, a student's occupancy shall terminate.

**(c) Three Days' Notice.** Upon three (3) days' written notice, the University may terminate the occupancy of the student upon the occurrence of any of the following:

(i) Failure to pay housing charges in full when due;

(ii) Failure to comply with any other substantial term or condition of this agreement or of any University rule or regulation whether or not contained or referred to in this Agreement, including but not limited to failure to comply with any requirement of paragraph 3 "Eligibility for Student Housing"; paragraph 8 "Use of Premises"; paragraph 9 "Special Provisions - North Campus/Skyhall Residence Hall Housing"; paragraph 10 "Special Provisions - South Campus Apartment Housing"; or paragraph 19 "Withdrawal from Student Housing."

**(d) Fifteen Days' Notice.** Upon fifteen (15) days' written notice, the University may terminate the occupancy of the student if the housing unit is closed or sold by the University.

**(e) Thirty Days' Notice.** Upon thirty (30) days' written notice, the University may terminate occupancy of the student and relocate the student in order to renovate housing.

**(f) Refunds.** The University shall determine, in its sole discretion, whether or not a student who is terminated from occupying University housing shall be entitled to a refund. In the event a refund is due, it shall be made in accordance with the University's prevailing policy on refunds.

## 16. Vacating the Premises

Upon termination of the right of occupancy, whether by expiration of the occupancy term or otherwise, the student shall immediately vacate the housing unit, remove all personal belongings and deliver possession to the University. If the student fails to do so, the University shall have the right to immediately re-enter the housing unit and remove all personal belongings therein, without liability for trespass and without liability for any loss or damage caused by re-entry and/or removal. Additional charges for

occupancy may be assessed. The student shall deliver all keys to the housing unit within 24 hours of departure. Failure to return all keys may result in an additional charge for the reasonable and actual cost of both parts and labor associated with changing locks. A student shall leave the housing unit in a clean and orderly condition, which includes the removal of all trash, and at South Campus, the cleaning of all appliances. Failure to leave the housing unit in a clean and orderly condition will result in a charge for excess cleaning.

#### 17. Notices

Except as may be otherwise set forth in this Agreement, all notices to students shall be deemed sufficiently given if in writing and either (i) mailed to the last known address of the recipient of the notice, such notice to be effective when placed in the United States mail in a properly addressed envelope with sufficient postage, or (ii) delivered personally to the student or any other occupant of the student's housing unit over the age of 17, or (iii) placed in the student's mailbox at the student's housing unit by an authorized representative of the University, or (iv) sent to the student's University e-mail address in accordance with University policy governing official communications. Notices to the University shall be in writing and delivered to the housing office.

#### 18. Responsibility for Damage

The student shall be personally responsible for any and all damage to the housing unit occupied by the student or any University property therein, reasonable wear and tear excepted, unless such damage is shown to have been caused by the University. The student also shall be personally responsible for any and all damage to other housing units resulting from the intentional or negligent act or omission of the student or any guest of the student. Nails, screws, and adhesives which may cause damage shall not be inserted into, or used on the wall or doors of the housing unit or any common areas for any reason. Loss of property or damage to common areas may be assessed to occupants of the floor or surrounding area. The student shall pay on request the amount of any cost, expense, or loss resulting from any such damage. Damage to University property may be reason for formal disciplinary review.

#### 19. Withdrawal from Student Housing

**(a) Advance Housing Payment.** All students desiring to live in University housing shall pay at the time of application an advance payment in the amount set by the University. Refund of the advance housing payment is governed by the terms set forth in the publication Tuition, Fees, and Related Policies, which is published annually.

**(b) Withdrawal from Housing—General.** In all cases involving withdrawals from student housing after the occupancy term begins, refunds of charges for the housing unit shall be made only to students who have been approved by the University. For students leaving student housing who are also withdrawing from the University entirely, whether voluntarily or involuntarily other than as set forth below, refunds of housing charges shall be made in accordance with the University's tuition and fees bulletin. For students leaving student housing who are not also withdrawing from the University entirely, refunds of housing charges shall be made in accordance with the University's tuition and fees bulletin only if the departure from the housing unit is with the University's consent; in all other cases, no refund of charges will be made.

**(c) Withdrawal from Student Housing.** As to all students leaving student housing who are not also withdrawing from the University, in no event shall any refund of the housing charge be made unless and until the housing unit is occupied by a student not occupying University student housing at the time of the departure of the first occupant of the unit (in which event a refund pro-rated to the date of occupancy by the new occupant may be made by the University in its sole, unfettered discretion). Any student who is expelled from the University or is unable to continue in attendance at the University due to injury shall receive a refund of the housing charge pro-rated to the date the student departs from University housing. Notwithstanding any of the preceding, the University may, in its sole, unfettered discretion, permit students to withdraw from housing at any time. If such permission is obtained, the student will be responsible for the payment of housing charges only to the date of withdrawal and subsequent removal of belongings.

**(d) Payment of Refunds.** Refunds to withdrawing students of any housing charge shall be made only to those who meet all the requirements of this paragraph. All refunds authorized under this paragraph shall be made in accordance with the University's then prevailing policy on refunds, with any such refunds to be paid upon request to the bursar's office within 30 days after the time of withdrawal.

#### 20. Right of Offset

In the event that any refund is due to a student, the University reserves the right to offset the refund amount against any other amounts owed by the student to the University for any reason.

#### 21. Additional Remedies

In addition to all other rights and remedies afforded it under this Agreement or applicable law, the University may suspend a student who fails to perform (or with respect to whom there is a failure to perform) the financial obligations of this Agreement, may prohibit the student from registering (either currently or at any future time) and from attending classes, and may withhold grades, transcripts, and/or diplomas.

#### 22. Location of Any Legal Action

Any student or other person financially responsible with respect to the Agreement consents to be subject to the power and authority of the courts of the State of New York. Any legal action for the enforcement of any term or provision of this Agreement shall be brought in the appropriate court in Onondaga County, New York.

#### 23. Applicable Codes, Ordinances, and Laws

The student shall comply and shall cause all guests to comply with all applicable codes, ordinances, and laws affecting the University's student housing and the student's particular housing unit.

#### 24. No Lease; Restriction on Transfer and Subletting

This Agreement and the right of occupancy granted by it are a license to occupy space and are not a lease, do not create or constitute an interest or right in real property, and may be terminated as provided herein. The right of occupancy may not be transferred by the student, by operation of law or otherwise, without the prior written consent of the University. The student may not assign or sublet his or her right of occupancy created by this Agreement. Any attempt or purported assignment or subletting arrangement in violation of the foregoing is void.

#### 25. Waivers

The University may exercise all of its rights under this Agreement either separately or together. Any exercise or failure to exercise a right or remedy under this Agreement or under applicable law shall 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. No waiver shall be enforceable against the University unless in writing and signed by a duly authorized officer.

#### 26. Changes

Any change or modification of this Agreement must be in writing and signed by a duly authorized officer of the University and the student in order to be effective.

#### 27. Force Majeure

The University shall not be liable or responsible for any delay or failure hereunder, including without limitation making housing and utilities available if such delays or failures are the result of any happenings or events which could not reasonably be avoided, including without limitation, Acts of Nature, fire, flood, natural disaster, epidemic, loss of electricity or power, riots, war, or terrorist attack (or threat thereof).

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