

New York Arts Program Residential Housing Contract

This Residential Housing Contract is binding for the entire semester and must be submitted prior to arrival. Please be sure to review the NY Arts Program Residence Policy Handbook found on our website at <http://nyartsprogram.owu.edu/housing.html> so that you are familiar with all policies. The NY Arts Program is a residential community dependent on the participation of each of its student residents to ensure a safe, clean and comfortable space.

Residency Requirements and Eligibility

All residents must be 18 years of age. Requirements for Program housing include

- A) being duly registered as a student of a college or university or a student working in an academic internship in NYC.
- B) payment of debts to the Program and
- C) continuous compliance with guidelines, standards, the NYAP Residence Policy Handbook, and the instructions of Residence Manager, Residence Assistant and other Program personnel. The student is committed to meet financial costs for his food and other living expenses, services and his/her space in the residence. Failure on the part of the student or his/her co-signer to fulfill the financial obligations of this contract will be cause for cancellation of housing enrollment, and/or forfeiture of the right to academic transcripts. In the event that the student does not sign this contract, payment to the NY Arts Program makes this contract binding.

Room and Board Costs

Deposits & Reservation of Space

In order for new students to reserve residence hall space:

- A) a \$150.00 housing fee must be made to the NYAP Program office along with a housing reservation form.
- B) NY Arts Program Residential Housing Reservation form must be submitted.

Room Assignments & Changes in Occupancy

Room Assignments

This contract guarantees a space in the system, not necessarily a given room assignment or roommate(s). The Program reserves the right to make assignments and reassignments in order to fully utilize available facilities and to consolidate vacancies. Room assignments and changes are prerogatives of the Program and are processed by written authorization from the Program Coordinator.

*The NYAP Program reserves all rights with respect to the assignment and reassignment of the room accommodations, and may at its sole discretion, terminate such assignment. Students living in a multiple occupancy room must accommodate a new roommate or be assigned to a different room if the room drops below capacity.

Room Changes

. Room changes due to roommate conflicts will not be permitted until after the students have attempted an agreement through the assistance of the NYAP Resident Assistant/Residence Manager and/or Program Coordinator.

Unauthorized room changes may result in administrative fines and/or other appropriate administrative action. Students may be administratively removed from their assigned residential room if they demonstrate an inability to function in the group living environment. The Program makes assignments without regard to age, color, creed, disability, marital status, national origin, race, and sexual orientation. All residential facilities are non-smoking environments; the Program will attempt to house non-smokers with non-smokers wherever possible.

Roommate Conflicts

Students experiencing roommate conflicts must work with the residential staff to arrive at some agreeable solution. Before a room change will be granted, the roommates must attempt a resolution by taking the following steps:

1. Meet with the Resident Assistant or Residence Manager
2. If necessary, meet with their Program Coordinator, who will mediate a discussion between all roommates involved with the goal of creating a signed contract containing agreed upon standards for room behavior.

If, in the judgment of Program Coordinator roommates should not remain together, an “as needed” room change will be provided. If one of the students involved does not volunteer to move, both students may be required to move to other spaces,

Consolidations

If vacancies exist in a residential room to which a student is assigned, residents without roommates may be required to move in together (consolidate). The Program Coordinator may assign, re-assign and adjust the occupancy of rooms at any time. The NY Arts Program consolidation policy serves to better meet the demand of students, reduce the number of room changes, open space for housing special groups during the semester, and ensure maximum occupancy and efficiency of all residential unit spaces. The Program Office will determine who has a space in their room. In the case that two residents both have vacancies in their respective rooms and wish to voluntarily consolidate together, the Program Coordinator will honor the voluntary consolidation. Administrative consolidation may require relocating one resident to another resident’s room.

Vacancies

If a student has a space in his/her room, he/she must be prepared to accept a new roommate when assigned. Students exhibiting grossly inappropriate behavior intended to discourage prospective roommates or to otherwise manipulate the housing assignment process will face serious ramifications, including removal from residence. The Residence Manager will assess the student’s room at semester break and determine if the vacant space is acceptable.

Occupancy

A room must be occupied by only the person(s) properly assigned to the room.

Check In-Check Out

Students are responsible for completing, and returning to the Residence Manager a room history within the first week of their occupancy. At check out, damages identified in your assigned room and noted on your room history may be billed to you. The Residence opens at 9:00 a.m. on the Friday before the program starts. Halls close at 12:00 noon on the Monday morning following the last class day of the Program. The student must check out in accordance with circulated checkout procedures. Failure to do so will result in an improper checkout charge or forfeiture of housing deposit. In addition, the student will be assessed charges for failure to turn in a key, for failure to clean and for damages incurred.

Improper Check Out: Failure on the part of the student to properly vacate (i.e. be checked out by a staff member and turn in key.) will forfeit housing deposit. Students leaving the Program must remove all of their belongings. A student who is dismissed or who voluntarily withdraws from the Program has 24 hours in which to vacate the residential unit.

Vacation Housing

The Program will advertise for summer housing at a cost above and beyond this contract. The Program reserves the right to use any of the residential unit rooms to house a student during the summer.

Facilities & Services

Facilities and services provided by the NY ARTS PROGRAM Residence include: Bed, mattress, refrigerator, drawers, and closet space in some rooms, window blind/curtains, mailbox, Internet accessibility, and laundry.

The NYAP first floor lounge is equipped with a couch, table w/chairs, flatscreen TV lamps and library. The basement lounge is equipped with couch, lighting, flatscreen TV, work station with computers/printers and wireless internet. These lounges are the shared responsibility of the all residents. "Shared responsibility" means that all Residents will be assessed damages in the event that the referenced furniture or space is damaged beyond ordinary wear and tear.

Residents may not remove designated Program furniture from their room or place common area furniture into their room. Any unauthorized property found to be in a room, the resident(s) assigned to that room are subject to action through Student Conduct. Students provide their own: Blankets, pillow, rug, bedspread, towels, washcloths, study lamp, mattress pad & bed linen for 38in by 75in. size mattress.

Key and Room Security

Residents will be issued a front door key card and room key for their use only. Keys may not be shared or lent out to other students. Residents are required to carry a room key and key card at all times. There is a \$25.00 fee charged to students locked out of their room or locked out of the dorm. There is \$50 fee for lost keycards and a \$25 fee for lost room keys.

Damage/Community Damage

Residents are held accountable for property destruction that occurs in their room and/or in the public areas of their residential unit. Residents will be charged for repair or replacement costs due to the removal of or destruction of property in their residential unit. (See House Policy Handbook.) When two or more students occupy the same room and individual responsibility for damages to that room/furnishings cannot be determined, the damage charge will be assessed equally among those assigned to the room. Residents are responsible for their guest(s) and, therefore, could be held responsible for any damages incurred. A student may not be assessed a fine for damage if (1) he/she notifies a staff member immediately and (2) he/she accepts responsibility for the cost of the repair

The student or students responsible for damage resulting from abuse of facilities, negligence, or means other than those attributed to normal deterioration will be expected to assume the cost of repair or replacement. If the responsible individual or individuals are unknown, then the occupants of the residential room will be expected to assume the cost of the repair or replacement. Community damage will be divided among the residents and assessed to each individual student account. Damage bills will be sent to residents at any time at the discretion of the Program Coordinator and at the end of the semester when the student leaves the residential room. Any appeals to damage bills must be in writing to the Program Coordinator. Community damage charges are not subject to appeal.

Personal Property

The Program is not responsible for the loss of personal property in residence rooms by fire, flood, theft, or other causes. Each student is responsible for his/her own property and that of his/her guest. Students are strongly encouraged to purchase personal property insurance.

Behavior and Conduct

Students are responsible for knowing and observing the NYAP House Policies. The Executive Director and/or Program Coordinator reserves the right to make other rules and regulations that may be necessary for the safety, care and cleanliness of the premises, and for the preservation of order. The student agrees to abide by all additional rules and regulations that are adopted.

Commercial Enterprise

You may not conduct any activity for business or financial gain from the NY Arts Program residential facility.

Sales, Solicitation, and Peddling

Sales, solicitation, and peddling are prohibited within Program residential areas and premises.

Room Inspections and Searches

NY Arts Program respects a student's right to privacy in his or her living unit. Accordingly, Program Coordinator and/or Residence Manager will enter rooms only to inspect for standards of maintenance, preservation of existing structure, and identification of damage, and to search to enforce Program rules and for protecting the safety and security of members of the Program community and their and Programs property.

Students will be given advance notice of routine inspections, such as those that are conducted during breaks and after semesters. Inspections do not involve searches for rule violations. However, under the "plain view" rule when inspections by Program staff reveal evidence of rule violation students will be cited and any evidence removed from the room.

Room searches to enforce Program rules follow strict procedures to protect the privacy rights of students. Searches can only be conducted based on probable cause that a rule violation has been committed and that the evidence for it may be found in a particular room or suite. The search may proceed only after the probable cause, the place to be searched, and the things to be seized have been described to Executive Director and or Program Coordinator, and one of these officials has granted permission to conduct the search. Whenever practical, the search will be conducted in the presence of the resident(s) of the room. The Program reserves the right to remove illegal items or unauthorized Program property that is found during authorized searches.

Fire & Safety Considerations

All electrical appliances must bear the Fire Underwriters Approval Seal, and wiring and plugs must be in good condition. The following are strictly and MAY NOT BE USED in any rooms:

- halogen lamps
- portable heater
- heat lamp/sun lamp
- Hot plate
- blender
- microwave oven (kitchen only)
- electric frying pan
- deep fryer
- iron
- toaster/broiler
- waffle iron
- rice cooker
- coffee pot (kitchen only)
- roaster
- sandwich grill
- toaster/broiler
- window fan

Students may use the following approved appliances in common kitchenettes: coffeepots, corn poppers and toasters. Corn poppers and coffeepots must have enclosed heating units that are thermostatically controlled.

Room Decorations

Pictures and other decorations may be placed upon the walls with adhesive tape and/or putty. Nails, thumbtacks, tape of any kind, and other devices that may damage painted or wood surfaces are not permitted. Decals on mirrors or furniture are also prohibited. Signs for which proof of ownership cannot be established (i.e. traffic, realty, or business signs) are not permitted. Students may not alter permanent fixtures or cause unusual damage to a room. Nothing (i.e. wires, banners, clothes etc.) may hang out of residential facilities windows or over light fixtures in a residential unit room.

Communication

Individual mailboxes are set up for each student in the residence. Mail may be personally addressed to the student and sent to 305 West 29th Street, NY, NY 10001. The Program office will use email and student mailboxes to communicate relevant and important information to its residents and students. Residents will be held accountable for all information communicated via email and HWCC mailbox.

Pets

Are not allowed in the NY Arts Program Residence.

Cancellation

At the discretion of Executive Direct and/or Program Coordinator housing rates and fines may be adjusted and/or a housing contract may be administratively cancelled for the purpose of safety, orderliness and/or maximum utilization of facility.

Dismissal from Program Housing

NY Arts Program may terminate this housing contract and require the student to vacate Program housing upon determination that the student has violated a provision of this contract or has violated an applicable provision of the NY Arts Program Policy Handbook, including but not limited to: failure to pay tuition and room and board fees, trafficking or abuse of controlled substances, weapons violations, as a response to cumulative disciplinary history or damage to Program housing and property, and in the response to facility emergencies resulting from fire, water or weather damage. Notwithstanding, in any case where a student's presence in Program housing poses an immediate threat to person or property, as determined by the Program office, the student may be required to immediately vacate Program housing until a hearing on the matter is held. In the event that this contract is terminated as a result of such a violation, the student will be responsible for room and board fees.

Residential Unit Opening and Closing Dates

The Residence will open the Friday before the Program Orientation at 9:00 a.m. Residential units will close for the semester at 12pm on the Monday following the last day of the program.

Visitation: Guests & Visitors

NYAP has developed a strict visitation policy in an effort to maintain a safe and secure community within NYC. The 305 Building is both a dormitory for NYAP students and an office space for the NYAP faculty and staff. It is important to security that we are made aware of all visitors at all times. Visitation is a privilege that applies to all students who request guests in the appropriate manner. It is each resident's responsibility to be familiar with all visitation policies.

- Overnight Guests are not allowed during the first 3 weeks of the semester and the last 3 weeks of the semester.

Overnight Guest refers to an individual who visits and requests overnight stay. Regular Hours Guest refers to a non-program student who is visiting for the day between the hours of 9:00am to 11PM.

Regular Day Guests

Day Guests should be announced to the RM or any RA and must sign in and out on the Visitation Roster in the lobby hall. For safety purposes we must know who is in the building. Students should notify roommates when they plan to have guests visit their room. Students must remain with their visitors at all times. Visiting hours for day guests:

- 9:00 am and 11:00 pm on weeknights and weekends.

There should be no temporary visitors in the dorm after 11pm in accordance with quiet hours and residence safety procedures during weekdays. This includes both front and back yards. This is an important security issue that affects everyone living in the residence and violators will be fined.

Overnight Guest Policy:

- A formal request for overnight guests must be sent to the Residence Manager. Requests can be made up to 12PM the day before arrival. All overnight guests must have prior written approval from the RM as well as permission from the students roommate/s. Requests can be made by email or text message providing the guest's name and exact dates of arrival/departure. We request a photo prior to their check in. If you do not have the RM approval then your visitor will be asked to leave. Violation of this policy could result in fines \$75 or up for unauthorized visitors and loss of visitation privileges.

- Residents may have one overnight visitor at a time, staying no longer than three nights. Residents are allowed one overnight guest per month with a 3 person maximum per semester. No more than three overnight guests are allowed in the residence at a time.

- No overnight guest or visitor may sleep in public areas.

- For security reasons, all overnight guests must be announced for ID purposes and we must have a photo on file for them. Guests must check in with a RA, the RM or Program Coordinator upon arrival and provide a valid ID. Guests are not issued keycards. Any student who gives out their keycard will be fined.

- Students are responsible for the actions of their visitors and must accompany them for the duration of the visit. Guests should not be left alone in the dorm without the host and the host must be currently residing in the dorm during their guests visit. As we are a college dorm for students, if your parents wish to visit you, we request that they stay off premise and we can provide a list of local accommodations for their stay.

- Interviewing students have priority over guests for vacant bunks and lounges. Any empty bed in any room can be used for interviewing students. If you have an extra bed in your room, please note that you may be asked to house an interviewing student.