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# ASSOCIATION HOUSING, LLC

## 2024-2025 License

**BETWEEN**

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**PRINT NAME** **DATE**

**AND**

**ASSOCIATION HOUSING, LLC**

This Housing License ("License") is a binding contract between a Finger Lakes Community College ("College") student applicant who enters into a Housing License ("Resident") and Association Housing, LLC ("Association Housing"). By signing this contract, the Resident agrees to abide by all the policies, rules, and regulations outlined in the *2024-2025 License*. This License holds the Resident personally responsible for the contractual cost set for the Academic Year (Fall 2024 and Spring 2025 Terms), Spring Term 2025, Winter Term 2024-2025, or Summer Term 2025 as designated.

A Resident residing in the Association Housing Residence Hall ("Residence Hall") is expected to conduct themselves in a manner consistent with an academic community living environment. The Resident must abide by the Terms and Conditions outlined in the License as well as by the *Finger Lakes Community College Student Code of Conduct*, applicable college policies and by any directives issued by Association Housing or the College related to housing. <https://www.flcc.edu/policy/>

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**\*Housing License Paperwork Packet (Provided Separately with a Room Offer)**

- 2024-2025 Housing License
- Rules and Regulations Acknowledgment
- Authorization to Disclose Financial Aid and Enrollment Status
- Damage and Cleaning Acknowledgment
- Postal Waiver Authorization Form
- Photographic Image Release Form
- Proof of Health Insurance

## **Introduction**

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This License is binding for the entire 2024-2025 Academic Year, which is comprised of both the Fall and Spring Terms, along with scheduled closures. This offer is extended to an individual student applying for an assigned bedroom within a designated suite with the use of common areas.

### **Winter Term Housing 2024-2025**

A Fall 2024 Resident who wishes to remain at the Residence Hall between Fall 2024 and Spring 2025 Terms must commit by signing a Winter Term Housing Agreement and submit the housing payment by December 11, 2024. Winter Term 2024-2025 housing is available exclusively for Fall 2024 Residents. Payment is due before returning for the Winter Term. A Resident is not required to enroll in Winter Term classes, however, a Resident is required to be registered for Spring 2025 classes to stay for Winter Term housing.

### **Spring Term Housing 2025**

A student interested exclusively in Spring Term 2025 housing is invited to apply when the Spring 2025 application opens in October 2024.

### **Summer Term Housing 2025**

A Resident or student interested in residing at the Residence Hall during the Summer Term must apply prior to the start of their specific Summer academic session(s). Payment in full is due prior to the move-in date.

#### **Term Periods\***

- **Academic Year 2024-2025**                      **September 3, 2024 – May 20, 2025**  
(Fall and Spring Terms with scheduled closures)
  
- **Spring Term 2025**                              **January 26, 2025 – May 20, 2025**
  
- **Winter Term 2024-2025**                      **December 26, 2024 – January 31, 2025**
  
- **Summer Term 2025**                            **June 2, 2025 — August 22, 2025**

\* The Term periods are approximate and reflect the College’s beginning and ending dates. However, the dates are subject to change due to new student orientation requirements and other differentials in scheduling. The Resident will receive additional information regarding scheduled move-in and move-out dates at a later point in time, the dates above should not be used to schedule travel.

## College Breaks and Closures

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Please note that the Residence Hall will be closed at the following times unless residents complete the break stay form and pay the additional costs:

- **THANKSGIVING** – The Residence Hall will close at 10:00 a.m. on November 27, 2024, and re-open at 10:00 a.m. on December 1, 2024
- **HOLIDAY CLOSING** – The Residence Hall will close at 10:00 a.m. on December 21, 2024, and re-open to winter break students at 10:00 a.m. on December 26, 2024
- **WINTER BREAK** – The winter break term runs from December 26, 2024, through January 26, 2025. The Residence Hall re-opens for Returning Residents at 10:00 a.m. on January 26, 2025
- **SPRING BREAK** – The Residence Hall will close at 10:00 a.m. on March 15, 2025, and re-open at 10:00 a.m. on March 23, 2025
- **YEAR-END CLOSING** – The Residence Hall will close at 4:00 p.m. on May 21, 2025. If the Resident is graduating; with prior approval, they may remain in the Residence Hall until Commencement (May 24, 2025)

### College Break Cost

Residents who wish to stay during these breaks will be required to register for the additional pay-to-stay option. The pay-to-stay option during breaks requires residents to complete and sign the Residence Hall Break Agreement. This includes the Resident agreeing to all break closure rules and submitting the pay-to-stay cost which is due by the submission deadline, typically a week before the break closure. Break housing is a privilege, for students to stay during breaks students must be in good conduct standing and may not have a financial balance/hold on their bill. Break payments must be made before the break dates, by money order or check. The cost for each of these breaks is as follows:

- Thanksgiving: \$205
- Holiday Closing: \$246
- Winter Break: \$1,271
- Spring Break: \$ 369

## Financial Obligations

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### 2024-2025 LICENSE COSTS

<b>Academic Year 2024-2025:</b>	4-Bedroom/2-Bathroom	\$8,744
	3-Bedroom/1-Bathroom	\$8,892
	2-Bedroom/1-Bathroom	\$9,440
	1-Bedroom/1-Bathroom	\$10,400
<b>Spring Term 2025 (ONLY):</b>	4-Bedroom/2-Bathroom	\$4,372
	3-Bedroom/1-Bathroom	\$4,446
	2-Bedroom/1-Bathroom	\$4,720

1-Bedroom/1-Bathroom \$5,200

**Winter Term 2024-2025:** \$1,271

**Summer Term 2025:** \$3,498  
[pro-rated for summer session(s)]

The Resident will be charged based on the License rate for the suite type and the appropriate Term Period. The Resident is advised that their License is binding for the duration stipulated in the introduction of this License, a full academic year. If the Resident's Application has been accepted for the Academic Year and the Resident chooses not to move in, the Resident may be subject to full payment of the Academic Year rate as per terms in the financial obligation section.

All payments are the Resident's responsibility and/or the responsibility of the Resident's Guarantor and not that of Association Housing. A Resident who does not satisfy their financial obligation for room charges is subject to progressive action by Association Housing, including but not limited to, denied access to the personal room and removal from the Residence Hall.

The housing charge will be placed on the Resident's College account managed through the FLCC Student Accounts Office.

**Residents Receiving Financial Aid**

Residents who may want to have their financial aid used for the cost of housing, the student must submit the FAFSA. More information on the FAFSA can be found on the FLCC Financial Aid website (<https://www.flcc.edu/offices/financial-aid/>). By entering into this License, the Resident acknowledges that the FLCC Student Accounts Office may apply financial aid toward housing charges under the following terms:

Each Term, payment in full is due prior to occupancy. A recipient of financial aid, upon a proper advanced showing, may defer the initial payment in part or in whole depending on available financial aid.

If the payment is not made per the terms set above, Association Housing will commence with progressive action, leading to the removal of the Resident.

The Resident is advised that their License is binding for the duration designated above. Withdrawal from residency for any reason, resulting in breaking the License, will result in a forfeiture of the Security Deposit and obligation to pay the housing charge.

A penalty may still apply for breaking this License, regardless of reason.

**Delinquent Account Policy**

Please be aware that if the Resident's account balance, including the housing charge, becomes delinquent and is assigned to Association Housing's external collection agency, the Resident will be responsible for the outstanding balance and late payment fees, **PLUS THE COLLECTION AGENCY FEES (RANGING FROM 33.33% TO 66.67% OF THE UNPAID ACCOUNT BALANCE), COURT COSTS, AND ATTORNEY FEES.** The collection agency can notify all credit bureaus of the Resident's debt. Therefore, it is to the Resident's advantage to pay any account balance in full by the due date.

## **Fees**

A fee of \$50 will be charged to the Resident for any check returned due to insufficient funds, payable in the form of a check. A fee of \$35 will be charged to the Resident for any stop payment on a check that needs to be reissued, payable in the form of a check.

## **Termination**

Association Housing may terminate the License and take immediate possession of the licensed space occupied by the Resident at any time due to the Resident's violation of any of the Terms and Conditions of the License. Violations include but are not limited to, failure to make scheduled payments, violation of any Rules and Regulations, violation of Association Housing policy, violation of the College's *Student Code of Conduct and other applicable policies*, violation of any Town of Hopewell or State of New York health ordinance or regulation, or the Resident ceasing to be a registered student at the College.

If the Resident fails to vacate the licensed space upon termination of the License, the Resident may be subject to disciplinary or legal action, will be deemed a trespasser, will be escorted from the Residence Hall, and will have all of their room and suite contents removed and discarded by Association Housing. If the License is terminated as provided by this Section, the Resident will be prohibited from requesting a future housing assignment with Association Housing and prohibited from staying overnight in the Residence Hall as a guest. Additionally, the student will be required to forfeit any previously made housing payments, and will be responsible for any future payments in fulfillment of the Terms and Conditions of the License.

## **Renewal**

This License does not automatically renew after the end of the academic year that it covers. A current Resident must submit a License Renewal Application by a deadline provided by Association Housing. The Renewal Application provides eligible residents with the opportunity to receive a guaranteed spot in housing for the following academic year. The Housing Office may accept or deny any such renewal request at its sole discretion. The Resident is required to submit a separate \$200 Security Deposit with the License renewal.

A Resident with an outstanding housing charge balance is not eligible to renew until the current Academic Year's housing charge has been satisfied. A renewal deadline extension will not be granted to a Resident with an outstanding balance.

## **Release From Housing License**

The License is a legally binding document upon signature, regardless of enrollment status at the College. Any withdrawal from the License must be communicated to the Housing Office in writing. The Housing Office will consider each request for formal release from the License based on its ability to secure a new License. A Resident's obligation to their License is separate from whether they have a room assignment. Moving out of the Residence Hall does not release a Resident from their license. The previously occupied room space will not be held for the Resident once they have withdrawn. The Resident must complete all of the departure steps as outlined in the Departure Procedures section to be considered for formal release from the License.

Association Housing reserves the right to mitigate its loss and grant a release based on the ability to acquire a new license in all cases of License termination and release. If a student withdraws from housing for any reason other than documented graduation, transfer to an accredited college or military deployment, the student will be financially obligated to pay the housing fee until Association Housing is able to reestablish the occupancy.

If the resident is withdrawing for any reason, including the reasons listed above, the resident must fill out a *Petition for Housing License Release Form* from the Housing Office and any supporting documentation for review. Residents submitting a petition for any reason other than documented graduation, transfer to an accredited college, or military deployment will go to a committee for review. The Housing Office will consider any *Petition for Housing License Release* form submitted on or after the first day that the Residence Hall opens for the semester. Petition for Housing License Release forms will be accepted up until Spring Commencement. A Resident who has been academically dismissed from the College is not automatically entitled to a License release and must submit a *Petition for Housing License Release* form and follow the procedures as outlined above. Students who are academically dismissed have thirty (30) days from their dismissal to submit a *Petition for Housing License Release Form*.

A Resident who has occupied a room and then moved out without being officially released from this License will be financially responsible for their housing bill. Requests that are not granted are subject to the terms stipulated in the Financial Obligation section of this License.

Failure to check into a suite, reside in the assigned room or make the contracted payment does not release the Resident from the obligations of this License. A Resident who fails to move into their assigned room will be financially responsible unless released from License.

### **Summer Term Release**

A Resident who has been assigned housing for the Summer Term and for whatever reason must withdraw their License shall give at least thirty (30) days notice prior to the scheduled move-in date to avoid penalties. The conditions for License release previously outlined apply and the Resident may be subject to full payment of the Summer Term rate.

### **Refunds and Adjustments**

A Resident who has been granted a License release may receive a pro-rated refund and be charged only for the time spent in the Residence Hall. A Resident who requests and is granted License release will forfeit their Security Deposit; the Application Fee is also non-refundable.

After the Resident has occupied a room, no adjustment is available for the balance of that semester, unless the Resident is granted a License release as outlined in the Release from Housing License section. In approved cases, room charge adjustments are pro-rated on a weekly basis, with the week beginning on Sunday and ending on Saturday. Pro-rated adjustments are made based on the date the Resident has formally departed following all procedures outlined in Departure Procedures section.

### **Security Deposit**

Each Resident must maintain a \$200 Security Deposit at all times during the duration of their License. The condition of the room at the time the Resident establishes occupancy is confirmed by the Resident completing a room inspection form immediately upon arrival. Any damage or cleaning charge will be assessed upon move-out and will be deducted from this deposit. If the Resident owes more than \$200, they will be billed for the additional charges. If the Resident is charged less than \$200, the balance will be refunded within 90 days of room check-out. This is separate and distinct from the Application Fee, which is non-refundable in all cases except as stated in the application.

### **Resident Conduct Removal**

A Resident who is removed from the Residence Hall due to a violation of Association policy, the Rules and Regulations and/or the College's *Student Code of Conduct* or other applicable policies, will not receive a refund



of any paid charges, will forfeit their Security Deposit, and may be subject to full payment in accordance with the License to which they have agreed.

## **Proof of Health Insurance**

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Each Resident assigned to the Residence Hall must provide proof of current comprehensive health insurance coverage by submitting a photocopy of their issued insurance card or the cover page of their insurance policy including the name and policy number. Proof can be submitted along with this License or received prior to the Resident moving in. Failure to provide documentation prior to the scheduled move-in date may result in denial of occupancy or revocation of License without refund.

## **Proof of Immunity**

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Each Resident assigned to the Residence Hall must be immunized in accordance with the College's Immunization Policy (<https://www.flcc.edu/pdf/policies/ImmunizationRequirementsforCollegeStudents.pdf>) regardless of enrolled class modality (in-person or remote classes). A Resident must submit the required records to the Center for Student Well-Being using the [Student Health Portal](#) prior to the Resident taking occupancy unless the Resident is granted an exemption, in whole or part, of the College's Immunization Policy. The exemption must be granted prior to the Resident taking occupancy and submitted to the Housing Office. All immunization records are collected and maintained by the College in accordance with HIPAA regulations.

## **Medical/ Accessible Housing Needs**

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Individuals with disabilities are welcome and encouraged to live in the residence hall. To the fullest extent possible, Association Housing seeks to provide accessible housing to meet the needs of everyone. A Resident in need of specialized housing due to a disability must provide current documentation from an appropriate and qualified medical professional with whom the Resident has an established relationship (e.g., a licensed primary care physician or psychologist). This documentation typically should include a description of the medical professional's specialty, and how long the Resident has been in their care; verification that the Resident has a disability and a description of how the disability may impact the Resident while in the residence hall; the medical professional's recommendations for the type of living space accommodations or modifications the Resident will need while in the residence hall, explaining in detail the functional limitations of the disability that the recommended accommodations will address; and the medical professional's signature and licensure information. This information must be submitted through the housing process and received with the Resident's signed License. The Housing Office will make every effort to provide reasonable accommodations. Service and emotional support animals are allowed; the required paperwork, which may be obtained at the Housing Office, must be completed in advance of the animal's arrival at the residence hall. Emotional support animals may be excluded if they cause damage or disruption that creates an undue hardship for the housing provider. Emotional support animals are required to be leashed or harnessed in common areas.

## **Personal Property**

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Association Housing and the Housing Office are not responsible for loss of or damage to personal property of the Resident. It is advised that personal property or renter's insurance be purchased. If the Resident vacates the Residence Hall for any reason, any personal property belonging to the Resident that remains in the

Resident's suite or on the premises will be deemed abandoned. Association Housing may dispose of the abandoned property and reserves the right to charge the Resident for the labor involved in removing the property. Association Housing may sell or otherwise dispose of such property in any manner it sees fit without liability or compensation to the Resident.

## **Housing Staff**

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### **Descriptions**

#### **Director of Housing and Residential Life**

The Director of Housing and Residential Life (Director) has full oversight of residence life and housing services, including all operational and programmatic aspects, as well as administration of the Office of Housing and Residential Life (Housing Office). The Director has a vested interest in the Resident's experience during the Resident's stay in the Residence Hall.

#### **Resident Director(s)**

The Resident Director (RD) serves as the live-in administrator of the Residence Hall and is responsible for instilling community standards and fostering a living-learning environment with a focus on student development. The RD supervises the Resident Assistants (RAs) and conducts the daily operations of the Residence Hall.

#### **Resident Assistants**

Resident Assistants (RAs) are student staff members who live in the Residence Hall. As members of the Housing Staff, RAs are available to assist with issues and concerns that may occur and can direct the Resident to the RD or the Housing Office depending on the Resident's need. In addition to being a peer resource, RAs also build community by providing programs and organizing activities for the Residents.

#### **Student Desk Assistants**

For additional safety and security, the Residence Hall has a staffed Security Office during evening and weekend hours to respond to the needs of the residential community. During posted times, SDAs are available to support the RD and the RAs in providing a safe living-learning environment.

### **Contact Information**

**Resident Director Office (Residence Hall, First Floor) – 585.393.6421 and 585.393.6420**

Hours: 9:00 a.m. – 5:00 p.m., Monday – Friday

**Office of Housing and Residential Life (Student Center, Room 1065) – 585.785.1643**

Hours: 8:30 a.m. – 5:00 p.m., Monday – Thursday

8:30 a.m. – 4:00 p.m., Friday

**RAs on Duty (Residence Hall, First Floor) – On Duty Numbers Only – 585.698.6931 and 585.698.6936**

Hours: 5:00 p.m. – 8:00 a.m., Monday – Friday and 24/7 Saturday and Sunday

# Safety and Security

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## Reporting Incidents

All incidents that occur should be reported immediately regardless of their nature. Whenever possible, incidents should be reported to an RA on Duty or directly to the RD during office hours. If the RD and RA on Duty are not available, the Resident may report incidents to the Housing Office during normal business hours.

## Surveillance

The Suites at Laker Landing utilizes audio and video surveillance within public areas for security purposes. These areas include, but are not limited to corridors, entrances, lounge space, laundry rooms, and external grounds.

## Emergency Procedures

**\*If life-threatening, call 911 directly.**

If a Resident discovers a situation which may require immediate attention:

- The Resident should immediately call the RD between 9am-5pm, or RA from 5pm-8am.
- It is important to state: *This is an emergency. My name is \_\_\_\_\_ . I am at \_\_\_\_\_ .*
- State the nature of the emergency.

## Maintenance

RAs are not responsible for submitting Resident work order requests. Emergency maintenance issues should be called in immediately as directed in the Safety and Security section. **Emergency maintenance is considered something that will jeopardize the Resident's health or security, or cause damage to a person, property, or the Residence Hall.**

## Emergency Maintenance

Whenever possible, emergency maintenance needs should be reported to the RD or the Housing Office during office hours, or to an RA on Duty after hours. If the RD and RA on Duty are not available, the Resident may contact **Emergency Maintenance at 585.393.6444** to be connected to an answering service.

### **IMMEDIATELY REPORT THE FOLLOWING:**

- Any evidence of water leaks or excessive moisture in the Resident's room/suite or common areas.
- Any evidence of mold growth.
- Any failure or malfunction of the heating, ventilation, and air-conditioning system (HVAC). The Resident must not block the heating ducts in the room/suite.
- Any musty odors that the Resident notices in the room/suite.

The Housing Office understands and respects the Resident's right to privacy. However, when safety, repair, or emergency maintenance issues arise, the Housing Office reserves the right to enter and inspect any room/suite and make repairs, when necessary, without notice.

## Fire Safety and Fire Regulations

The residence hall is equipped with a sprinkler system. The Resident must evacuate the building when a fire alarm sounds.

The following is strictly prohibited and will result in disciplinary action and possible termination of the *License*:

- Failure to cooperate or to evacuate during a fire alarm
- Causing a false alarm

- Inappropriate behavior which results in the activation of a fire alarm system
- Tampering with, covering, or removing extinguishers, exit lights, exit signs, sprinklers, heat/smoke sensors, extinguisher boxes or alarm covers, or any other fire safety apparatus

Fire equipment tampering is a criminal offense. The first violation will result in housing probation and a \$100 fine. A second violation will result in license termination and immediate removal from housing.

The *Annual Campus Security & Fire Safety Report (The Clery Act)* may be accessed on the College's Campus Police [website](#).

### **Fire Detection Procedures**

- Call 911.
- Pull the fire alarm.
- Evacuate the building.

### **Emergency Evacuation Procedures**

As soon as an alarm is activated, all Residents and guests are required to vacate the building according to emergency evacuation procedures. The Resident should lock and close all doors and leave the building by the nearest exit; do NOT use the elevator. It is important to leave the building in silence so that, if necessary, special instructions can be given and heard by all. The Resident should leave as quickly as possible and assemble along the walkway adjacent to the tennis courts., dressing according to the current weather conditions and bringing keys. The Fire Department will determine when it is appropriate to return. The Resident will remain outside until the signal is given to re-enter the building.

The Resident should be familiar with the evacuation procedures and know the location of all of the exits on their floor.

### **Fire Alarm Activation and Tampering**

The deliberate and false activation of a building alarm resulting in evacuation is criminal and **will result in disciplinary action and termination of License**. A Resident who activates a fire alarm resulting in evacuation due to negligence in cooking, vaping, or smoking, or other violations of policy will be assessed a \$50 fine. The deliberate covering or tampering with any heat/smoke sensor that renders it ineffective is a serious offense and will result in progressive disciplinary action including the assessment of a \$100 fine and housing probation for the first offense, and termination of *License* for a second offense. Payment is due to the Housing Office within five (5) business days of receipt of the invoice in the form of a check made payable to *Association Housing, LLC*. Any Resident found responsible for activating a building fire alarm due to the violation of policy or negligence in cooking is subject to any penalties, including fines, levied by state and municipal authorities. Repeated negligence in cooking resulting in the activation of a building fire alarm will result in disciplinary action and possible termination of *License*.

### **Flammable Furnishings and Decorations**

Furniture, decorations, and other items that increase the flammability of the Resident's room/suite may be prohibited at the discretion of the Housing Office or New York State Fire Marshal. Excessive amounts of combustible wall decorations are particularly dangerous in that they can promote the rapid spread of flames in the event of fire. The complete covering of any door in the Resident's room/suite is prohibited.

**Prohibited items** include but are not limited to:

- Open flames and incendiary devices, including candles, incense, sternos, and kerosene lamps, fireworks, flares.
- Storage, possession, and use of flammable liquids and substances, including gasoline, kerosene, charcoal, and lighter fluid
- Extension cords; surge protectors must be UL-approved
- Spider and halogen lamps and bulbs; light bulbs must not exceed 100 watts
- Hoverboards and hoverboard chargers
- Fitness machines and equipment, including free weights
- Natural trees, wreaths, and garland
- Tapestries, flags, and similar coverings; blankets and sheets may not be used as curtains
- Personal property placed in hallways/stairwells or in any manner where it may create an obstacle to an exit route
- Cooking in the hallways
- The use of multiple plugs off of a single outlet; if additional plugs are required, multiple plug fuse strips or surge protectors must be used
- Small UL-approved outdoor/indoor string lights, including battery-operated; inquire with RD or RA for use in the Residence Hall during times approved by the New York State Fire Marshal
- Toaster ovens, hot plates, deep fryers, air fryers, George Foreman grills, quesadilla makers, sandwich and waffle makers, and any other cooking devices without automatic shut-off
- Mini refrigerators
- Microwaves
- Air conditioning units
- Space heaters, electric blankets, and portable heaters of any type
- Futons and waterbeds
- Kayaks
- Hammocks

Personal items that violate fire regulations will be confiscated and tagged. Illegal items confiscated such as marijuana and its derivatives, or drug paraphernalia will be confiscated and destroyed. All confiscated items that are not picked up and taken home within one week (7 days) of Spring commencement will be disposed of. The Resident is expected to abide by the New York State Uniform Fire Prevention and Building Code and Association Housing, LLC (Association Housing) fire regulations. A Resident found in violation of fire safety regulations will be held directly responsible for any penalties, including fines, levied by state and municipal authorities.

### **Appliance Use**

The Resident is expected to use appliances furnished in the Resident's suite appropriately and observe safe cooking practices. The Resident takes full responsibility for appliance use and functioning during the course of their stay. Use of the self-clean feature on the oven is strictly prohibited. Misuse, damage, and/or injury caused by the Resident is the sole responsibility of the Resident. The Resident will incur appropriate charges for maintenance and upkeep as a result of any damage caused. All replacement, maintenance, and repair costs for the use of appliances not consistent with the applicable manuals or damage due to neglect shall be shared equally by the Residents in the suite if the responsible party cannot be identified.

### **Damaged, Lost, Stolen, or Abandoned Property**

Association Housing and the Housing Office are not liable for lost, damaged, or stolen personal property. The Resident is responsible for keeping their room (including windows) locked at all times. The Resident is urged to invest in adequate personal renter's insurance. If the Resident vacates the Residence Hall for any reason, any personal property belonging to them that remains in their suite or on the premises will be deemed abandoned and will be removed, discarded, or sold after 7 days of the Resident vacating. Association Housing may dispose of the abandoned property and reserves the right to charge the Resident for the labor involved in removing the property. Association Housing may sell or otherwise dispose of such property in any manner it sees fit without liability or compensation to the Resident.

The Resident should report any incident of theft to the RD or an RA so that they may be advised of options.

## **Facility Use and Damages**

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### **Responsibility for Room Use**

Each Resident must complete and sign a *Suite Condition Report* upon occupying any room, either on original assignment or following a room change. This will be used for assessing any damage and/or loss attributable to the Resident following their occupancy. Failure to complete, sign, and return the form will result in the Resident's assumption of responsibility for any damage evident in the room.

**The Housing Office understands and respects the Resident's right to privacy. However, when safety, repair, or emergency maintenance issues arise, the Housing Office reserves the right to enter and inspect any suite and make repairs as necessary without notice.** The Housing Office also reserves the right to enter and/or inspect the Resident's suite and room at all times without notice when the Resident is suspected of or in violation of the *Rules and Regulations*. A Resident found in violation of safety regulations will be held responsible for any penalties or fees, including those imposed by municipal authorities.

### **Assessment of Charges for Room and Suite Damage and Losses**

A Resident who is responsible for damages or losses will have all associated costs deducted from their Security Deposit. An attempt will be made to identify the Resident(s) responsible for losses or damages. Failure to identify the responsible Resident(s) will result in an equal assessment to all Residents associated with the common area. A list of items most commonly billed and the associated costs is available upon request. This list can also be found on the Damage & Cleaning Acknowledgement Form signed by the Resident prior to occupancy. If a Resident wishes to dispute a charge from their Security Deposit, they must do so within twenty (20) days of the statement date. Directions on how to dispute the charges will be included on the statement. A dispute received after this timeframe will not be considered. A Resident found responsible for damage or losses during their stay resulting from vandalism, misuse, recklessness, or violation of policy may be required to pay restitution, or compensation for the resulting losses. Restitution is billed separately and will not be deducted from the Security Deposit.

### **Furniture Removal**

Furniture must be left in its assigned room, suite, and lounges. A Resident who moves furniture from an assigned area will be billed \$20 per item for the return of furniture to its assigned area.

### **Lost or Damaged Keys**

If the Resident loses or damages a key, the Resident will be billed for the replacement cost. A room key returned by a Resident at check-out that is not the same key issued at move-in will also result in a charge. The cost for a

replacement room key is \$20. The cost for a replacement mailbox key is \$10. If a new lock set is required, the cost is \$110. All keys remain the property of Association Housing. Duplication of room and mailbox key is strictly prohibited.

### **Late Departure**

If a Resident fails to depart the Residence Hall by the established building closing time for a break, a holiday, or upon conclusion of a semester, Association Housing reserves the right to charge \$25 per half-hour (30-minute) that a Resident overstays their residence.

### **Maintenance and Condition of the Residence Hall**

Each Resident has a responsibility to help in maintaining the cleanliness of the facility and will be expected to clean up after themselves in suites and rooms as well as in lounges and other public areas. You are responsible for reporting broken or damaged property of the Residence Hall. Association Housing reserves the right to mitigate its loss for excessive damage in community areas and assess community charges for the collective responsibility of the residents.

### **Inspections and Housekeeping**

The Housing Office will perform suite and room safety, sanitation, security, and maintenance inspections each semester. The Resident will be notified when the inspection period begins. Attempts will be made to conduct the inspection while a Resident of the unit is available; however, the inspection may be conducted in the absence of the Resident. In all cases where the health, safety, or welfare of a person may be in danger or in cases where Association Housing property is jeopardized, staff may enter a suite or room immediately and without notice. Association Housing reserves the right to search without consent, search following an arrest, and search by warrant.

The Resident is expected to maintain a reasonable level of cleanliness in their room. The Housing Office reserves the right to establish those expectations for individuals to ensure reasonable compatibility with suitemates, as well as health and safety. The Housing Office will perform suite and room safety, sanitation, security, and maintenance inspections each semester. The Resident will be notified when the inspection period begins. Attempts will be made to conduct the inspection while a Resident of the unit is available; however, the inspection may be conducted in the absence of the Resident. In all cases where the health, safety, or welfare of a person may be in danger or in cases where Association Housing property is jeopardized, Housing Staff may enter a suite or room immediately and without notice. Association Housing reserves the right to search without consent, search incidental to arrest, and search by warrant.

The following are duties that each Resident can perform to help with the upkeep and care of the building:

- Regularly clean and dry the walls and floors around the sink, bathtub, shower, toilets, and windows using a common household disinfecting cleanser.
- Use the ventilation fan when bathing or showering to vent excess moisture from the bathroom.
- Do not overfill closets or storage areas; ventilation is important in these spaces.
- Do not allow damp or moist clothing, towels, or other cloth materials to lie in piles for extended periods.
- Clean and dust the room/suite regularly.
- Regularly sweep and mop the floor.
- Empty trash receptacles when full.

If the cleanliness of a room/suite is deemed unacceptable, the Resident will be placed on notice. If the room/suite is not cleaned in the allotted time, the Resident will be charged for a cleaning service to enter and clean. Repeated issues of cleanliness will result in disciplinary action and possible termination of *License*.

### **Repair Work**

Regular maintenance and/or painting by Association Housing personnel and/or contractors may be scheduled in rooms, suites, and common areas while facilities are occupied. Repair work in the Residence Hall may be scheduled to occur during breaks. When possible, advance notice will be given to the Resident(s), except in the case of emergency repairs.

The Resident is prohibited from making any repairs. The assessment and method of resolution to any damage or loss is the sole privilege of Association Housing.

### **Room and Suite Painting**

The Resident is prohibited from suite and room painting.

### **Damage**

The Resident is held personally responsible for the condition and furnishings of their own room. The use of materials such as paint, tape, paste, glue, nails, tacks, and screws on walls, ceilings, furniture, and woodwork (including doors) is expressly prohibited. The Resident is prohibited from making any repairs. The assessment and method of resolution for any damage or loss is the sole right of Association Housing. Damage to any suite common areas, including the bathroom(s), kitchen, living room, or hallway, will be the responsibility of all suite Residents unless the responsible party is identified. The bedroom and suite must be left in clean condition, with no trash (defined as anything remaining in the room that was not furnished at move-in), akin to when the Resident entered. Intentional or reckless conduct which results in damage (including tampering or defacing), loss, theft, or unauthorized use of property of Association Housing or of any individual is prohibited.

### **Damage or Vandalism in Public Areas**

Damage or vandalism occurring in common or public areas such as Resident lounges, elevators, building lobbies, and hallways will be assessed to all Residents who reside in the given area at the time of the damage or vandalism. The Resident is also responsible for the loss, theft, or damage to the residence and/or personal property by the Resident's guest(s). **Vandalism is expressly prohibited and will result in disciplinary action and termination of *License*.**

### **Security Deposit**

Each Resident must maintain a \$200 Security Deposit at all times during the duration of the Resident's *License*. The condition of the room at the time of move-in is determined by the Resident completing a room inspection form immediately upon arrival. Any damage or cleaning charge will be assessed upon move-out and will be deducted from this deposit. If the Resident owes more than \$200, they will be billed. If the Resident is charged less than \$200, the balance will be refunded within 90 days of room check-out. This Security Deposit is separate and distinct from the Application Fee, which is non-refundable.

### **Room Decorations**

Combustible materials such as posters, pictures, etc., are limited to 20% of available wall space in each room and are not allowed on the inside of any door. The use of fabric, including sheets, fishnets, and tapestries, is prohibited. Items are not permitted to be hung over light fixtures, sprinkler heads, or smoke detectors. The Resident may not attach any items to the ceiling (such as stickers, nails, hooks, bottle caps, etc.), or bounce balls off of it.



## **Furnishings**

Each Resident in a suite will be considered responsible for the furnishings in the common suite areas—kitchen, bathroom(s), living room, and hallway. The Resident shall make no alterations to the room/suite and shall not move, remove, disconnect, or install any fixtures, furniture, equipment, or appliances situated therein. The walls cannot be painted, papered, stenciled, or sponged. A Resident who moves furniture from an assigned area will be billed \$20 for the return of furniture to its assigned area. A \$100 fee may be assessed for disassembling any furniture.

The Resident will be charged the replacement cost for any missing or damaged furniture or shades.

## **Laundry and Trash Facilities**

There are two laundry rooms located on the first floor that service the entire building. Please observe posted instructions when using a laundry room.

Cooperation in keeping the rooms clean and usable is necessary. Misuse of these facilities will result in disciplinary action and repeated misuse will result in termination of the *License*.

Trash should be stored in a proper receptacle in the room/suite and emptied on a regular basis to avoid unsanitary conditions. Common areas will be kept clear of trash and litter. Trash must be deposited in the dumpster located between visitor parking and resident parking.

## **Internet Service and Network Use**

Personal routers are prohibited, including those that are part of a gaming system. The use of routers disrupts the wireless service provided and hinders others from enjoying uninterrupted access. If a Resident is found responsible for disrupting service within the building, the Resident will be given a warning. Continued disruption will result in termination of the *License*. For any internet service-related issues, the Resident must submit a service request to the internet service provider using the Wi-Fi/Internet Service Request form found on the Housing Office's webpage: [www.flcc.edu/offices/suites](http://www.flcc.edu/offices/suites). The deliberate tampering, rebooting, or modification of any internet access point device is prohibited. The use of internet service or the network to illegally access or download copyrighted materials including software, photographs, art, graphics, music, and movies is prohibited and will be subject to disciplinary action. A Resident in violation of this policy or the Digital Millennium Copyright Act may face loss of network access privileges, College disciplinary action, and are subject to prosecution by local, state, and federal agencies.

## **Occupancy and Access**

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### **Eligibility**

Only a Resident who has completed an application; submitted the required Security Deposit and Application Fee; read and acknowledged the *Rules and Regulations*; read and acknowledged the *License*; and been accepted and assigned to a room, is permitted to reside in the Residence Hall.

**Before moving into the Residence Hall, a Resident must be registered for classes at the College. Any Resident not registered will not be permitted to move into the Residence Hall.**

To be eligible to reside in the Residence Hall, one must be a "full-time" student at the College, which is defined as a minimum of twelve (12) credit hours. A Resident who falls below full-time status must meet with the

Academic Advising, Career, and Transfer Services (AACTS) office to understand how being below 12 credits can affect them financially and academically. An exception then may be made by the Director of Housing and Residential Life or designee. It is the responsibility of the student to meet with AACTS and share communication with Housing. A Resident may also be granted an exemption under special circumstances, such as academic accommodations, through the Office of Disability Services. A Resident who falls below full-time credit hours in a semester subsequent to the one in which the one-time exemption was granted must meet with the Director of Housing & Residential Life to have their eligibility to reside in the Residence Hall reviewed. A resident who intends to graduate in spring requiring less than 12 credit hours may also be granted an exception. They need to make an appointment with the Director or Designee to confirm their anticipated graduation status.

### **Room Assignment**

Each Resident must reside in the Resident's assigned bedroom and is prohibited from switching bedrooms, adding a suitemate, or permitting any part of the room to be shared by persons not assigned by the Housing Office. Any Resident who chooses to switch bedrooms without approval may be charged \$100.

**There is an assignment freeze for the first two (2) weeks of each Term.** Consideration will be given to requests for room changes after the second week of classes. Requests must be made in writing. No changes in room assignments may be made without approval. The Office of Housing and Residential Life ("Housing Office") reserves the right to assign a new occupant to fill a vacancy, to make changes in room assignments, and to reassign or remove a Resident from the Residence Hall at any time.

### **Room Change Requests**

Consideration will be given to requests for room changes **ONLY after the second week of classes.** No changes in room assignments may be made without approval. The Housing Office reserves the right, upon proper notification, to assign a new Resident to fill a vacancy, to make changes in room assignments, and to reassign a Resident if deemed necessary.

### **Arrival Procedures**

A Resident may not occupy or deliver items to their Residence Hall suite/room prior to an official notification to do so. Requests to allow the early arrival of a Resident must be made in writing to the Housing Office. Upon arrival, the Resident must report to the designated check-in registration site where keys and additional instructions will be issued.

A Resident who wishes to have personal belongings mailed in advance must make arrangements in writing to do so with the Housing Office. No packages may be received without written approval.

### **Departure Procedures**

When leaving the Residence Hall or changing a room at any time of the year, the Resident must complete the following procedures in order for their room to be considered vacated:

- Remove all personal belongings.
- Remove all garbage, food, or any other discarded material.
- Leave the room and suite in move-in condition, including all furniture present at move-in in its original location
- Return all issued suite, bedroom, and mailbox keys and complete the appropriate forms.

A Resident's occupancy is terminated only after all of the above departure procedures are completed.

## **Opening and Closing**

The Residence Hall will be closed during certain periods of the Academic Year. During these times there is an option for pay-to-stay, see the Breaks and Closing Section. The Resident is responsible for making all necessary travel arrangements in advance to ensure the Resident's departure. Additional closing procedures, with which the Resident is expected to comply, will be provided to the Resident. Housing Staff members will perform a walk-through of the building to ensure that the Resident has vacated and that the closing procedures were followed. All personal property may remain in the Residence Hall.

## **Late Departures**

If a Resident fails to depart the Residence Hall by the established building closing time for a break or holiday, or upon conclusion of a semester, Association Housing reserves the right to charge \$25 per half-hour (30-minute) period that a Resident overstays residence.

## **Access**

The outside doors to the Residence Hall are locked 24 hours per day. Unauthorized entry is not permitted. Propping open or opening the exterior doors without proper authorization is a compromise to security, is strictly prohibited, and may result in disciplinary action and the termination of the *License*. The unauthorized entrance into a bedroom, suite, or any other space in which the Resident has not been given express permission to enter is strictly prohibited. The fact that the bedroom, suite, or any other space is unlocked, unsecured, or otherwise accessible in no way shall be considered permission for any individual to enter. The Resident is prohibited from entering the residence hall during scheduled closures unless express advance permission is granted.

It is the Resident's responsibility to carry keys and FLCC Student ID at ALL TIMES and present ID when requested by a member of the Housing Staff. The loaning of an FLCC Student ID Card to another resident or guest is expressly prohibited. Any FLCC Student ID Card found in the possession of another individual to whom it was not issued will be confiscated.

## **Keys**

The loaning of keys to other Residents or guests is expressly prohibited. Any key found to be in the possession of someone to whom it was not issued will be confiscated. The duplication of keys is expressly prohibited. Residents should lock their room when leaving. If a key is lost or stolen, the Resident must notify the RD. The cost for a replacement room/suite door key is \$20. The cost to replace the mailbox key is \$10. If a new lock set is required, the fee is \$110.

## **FLCC Student ID Card**

The Resident must use the FLCC Student ID card to gain access to the Residence Hall. A lost/stolen/broken FLCC Student ID card can be replaced at the One Stop Center for a \$10 fee.

## **Lockouts**

A Resident who is locked out should contact an RA or the RD during office hours. If it is after hours a resident should call the RA on Duty. Four or more lockouts by the same individual will result in a \$25 lockout fee. If the practice continues after the fourth time, disciplinary action, including termination of the *License*, will be considered.

## **Lounge Use**

The Resident is welcome to reserve community lounge space for use. The RD must be notified of all formal and informal activities planned for community space. The Academic Lounge is used expressly for studying and other academic work.

## **Mail**

It is the Resident's responsibility to inform senders that all Resident mail must be addressed to: **Resident Name, The Suites at Laker Landing, Suite # \_\_\_\_, 4316 College Suites Drive, Canandaigua, NY 14424**. The Resident is responsible for informing senders of the change of address, both upon arrival and upon departure. Any mail delivered to the College's address will be delayed or returned to the sender. Any mail addressed to the Resident that is received after the close of the Spring Term will be returned to sender.

## **Parking**

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### **Permits and Vehicle Registration**

Parking is available for the Resident at the surface lot next to the Residence Hall. The Resident must obtain a parking permit from the RD and properly display this permit in their vehicle. Spaces are limited; permits are available on a first-come, first-served basis. Parking permits must be returned at the end of the *License* term. A Resident who does not return the permit will be issued a \$20 replacement fee.

### **Visitor Parking**

Limited temporary visitor passes are available at the Security Office. A visitor is required to sign in with a contact number and license plate number, must clearly display the visitor pass, and may only park in a designated "visitor" parking space. Visitor overflow parking is available in the College's G Lot. Temporary visitor passes issued to guests will be dated for limited use. Any visitor pass that is altered in any way will be considered void and the vehicle will be subject to towing.

### **Enforcement**

All Association Housing parking rules will be enforced. Any vehicle found in violation will be towed at the owner's expense.

- Cars inappropriately parked on Association Housing property, or not parked in visitor parking, will be towed at the owner's expense.
- Cars that do not have passes or display altered passes will be towed at the owner's expense.

### **Alternative Transportation**

Storage of motorcycles, mopeds, and/or bicycles inside the Residence Hall is prohibited.

### **Snow Removal**

The Resident should exercise care while walking during the winter months. The sidewalks and roadways may be snow- or ice-covered. Any vehicle illegally parked on Association Housing property during snow removal will be towed at the owner's expense. Information will be posted at the Security Office and in common areas with parking instructions for snow removal as necessary.

## **Resident Rules and Regulations for Conduct**

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The 2024-2025 Association Housing, LLC Rules and Regulations (*Rules and Regulations*) are in accordance with the 2024-2025 Housing License (*License*) and apply to each student living in the Residence Hall (Resident). Failure to act in accordance with these *Rules and Regulations* may result in disciplinary action as well as civil action, criminal action, and/or financial liability.

Each Resident is subject to the rights, responsibilities, and sanctions outlined in the *Student Code of Conduct and Rules and Regulations*.

The *Student Code of Conduct* may be viewed online at [www.flcc.edu/offices/judicial](http://www.flcc.edu/offices/judicial). Copies of the *Student Code of Conduct* may be obtained from the Center of Student Well-Being.

### **Disclaimer**

The Resident's *License* may be terminated at the discretion of the Director or Designee for reasons of health, safety, security, conduct and/or damages, excessive filth, or for failure to comply with these *Rules and Regulations* of the Resident's *License*.

### **Authority of the Office of Housing and Residential Life**

It is understood that the occupancy right granted to each Resident is a revocable *License* and not leasehold or other interest. While these *Rules and Regulations* attempt to highlight the circumstances that may lead to termination of the Resident's *License*, the Director or Designee shall have complete discretion in terminating the Resident's occupancy (whether specifically designated herein, in the *License*, or not). Likewise, it shall be within the discretion of the Director or Designee to consider any specific circumstances in reaching such a decision. A decision by the Director or Designee to not enforce any rule or regulation or terminate the Resident's occupancy shall not act as a waiver of the Director's or Designee's right to enforce such rule and regulation in the future. No Resident shall have the right to enforce these *Rules and Regulations* against another Resident.

If an opening occurs in a suite, each remaining Resident within that suite will be expected to accommodate another suitemate from the waiting list. Each Resident is expected to welcome a new suitemate in a hospitable manner. A Resident who has an empty bed in the suite is expected to maintain the suite in such a manner as to allow another Resident to move in immediately. No Resident may expand to fill all space in a suite, making it inhospitable to another Resident.

The Housing Office reserves the right to inspect rooms, suites, and contents by its authorized personnel at any time for the purpose of administering the provisions of the *License*. These *Rules and Regulations* are subject to discretionary changes. Any changes will be disseminated to the Resident community by posting such changes in the building or by individual written notice.

### **Imputed Responsibility**

The Resident should be aware that they are responsible for what occurs in their suite/room whether or not the Resident is present and such knowledge shall be imputed to the Resident.

### **Student Code of Conduct**

As Residents of The Suites at Laker Landing and Students of Finger Lakes Community College, you must adhere to The Student Code of Conduct- <https://www.flcc.edu/offices/judicial/code-of-conduct.cfm>

## Rules and Regulations

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The Housing License is an extension of the Student Code of Conduct and the below Rules and Regulations list behaviors that are prohibited and provide as fair notice of the types of conduct which may result in disciplinary action. This list is not all-inclusive. Failure to comply with all reasonable and lawful directions of any Association Housing Staff is prohibited.

Residents are expected to act in accordance with the Standards of Conduct listed in the Student Code of Conduct <https://www.flcc.edu/offices/judicial/code-of-conduct.cfm>

In addition to the Standards of Conduct, there are housing specific Rules and Regulations below.

### **Alcohol**

The Suites at Laker Landing prohibit alcohol of any kind regardless of age. Empty containers of alcoholic beverages, beer pong tables, funnels, or other items affiliated with the consumption or possession of alcohol are prohibited and will be confiscated. Residents will be required to dispose of alcoholic beverages found in their possession or Suite.

### **Drug/Drug Paraphernalia**

The illegal use, possession, distribution, or manufacture of stimulants, intoxicants, or drugs is strictly prohibited. The use and possession of Marijuana remains prohibited on premises and will be confiscated and/or disposed of. Possession of drug paraphernalia is also prohibited and will be confiscated. All confiscated items related to drug use or paraphernalia will be discarded and will not be returned to the owner. Drug paraphernalia as it applies to this section refers to any equipment, product, or material of any kind that is used in propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, storing, containing, concealing, or injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance. Inappropriate behavior, resulting from irresponsible and/or illegal use of alcoholic beverages and/or other drugs is prohibited.

### **Smoking and Vaping**

Association Housing provides a smoke-free living community in the interest of safety and health. Smoking and vaping inside the Residence Hall, as well as smoking and vaping directly outside of entryways or windows, are strictly prohibited. The Resident is expected to abide by all smoking and vaping postings and may smoke and vape outside where smoking urns are placed. Smoking urns are not to be moved. Violation of this policy can result in termination of the *License*.

### **Guests and Overnight Guests**

Each guest must register at the Security Office and display identification upon request from a Housing Staff member. A guest is an individual who has not entered into a current *License* with Association Housing and is hosted by the Resident. The host shall always accompany the guest throughout the building and is responsible for the guest's conduct. A guest who is fifteen (15) years old or younger must also always be accompanied by a parent or guardian. Each guest is subject to the same *Rules Regulations* and expectations as the host. The host has the responsibility for informing the guest of the *Rules and Regulations* and expectations in advance. Attending Association Housing Staff members reserve the right to require the immediate departure of any guest and take disciplinary action against the host when violations of *Rules and Regulations* have occurred. Any damage caused by any guest shall be the responsibility of the Resident host.

An overnight guest must be housed in a suite/room. Each guest must be registered with the Security Office located in the main lobby before 11:00 p.m. on the night of the guest's stay. A guest may not stay in the Residence Hall for more than five (5) nights per month. A guest shall not interfere with the rights of the other suitemates, will not violate *Rules and Regulations*, and will not exhibit disruptive behavior. If the guest exhibits disruptive behavior, that guest may be barred from the Residence Hall. A guest who is fifteen (15) years old or younger may not stay overnight, even if accompanied by a parent or guardian, unless participating in an Association Housing-sanctioned overnight host program.

### **Recreation**

Recreational activity within and around the Residence Hall is governed by the *Rules and Regulations*. Activities that could be injurious to individuals, facilities, or grounds are prohibited in common areas, including hallways, stairwells, and grounds. Playing sports inside the Residence Hall or using the Residence Hall as a playing field is prohibited. Damage due to the playing of sports or reckless play will be charged to all parties involved.

Skateboard and bicycle use is prohibited inside the Residence Hall. Skateboards and bicycles are only allowed on exterior sidewalks and are not to be used on any sidewalls, furniture, or steps. Bicycles may not be stored inside a suite or room. Bicycle racks are provided outside for the Resident to use to secure a bicycle.

### **Windows and Screens**

Screens and windowpanes may not be removed from the window. The Resident will not use windows as a means of exiting or entering the building. The placing of any objects outside the window or on the sill, including aerials and antennas, is prohibited. Neon or other signs, advertising, stickers, banners, etc., are prohibited from being displayed in or on the windows. Throwing objects from windows, sitting in the window opening, and walking on the building roof are considered extremely dangerous and are prohibited.

### **Pets**

Pets are not permitted except for fish in an unheated bowl containing no more than one gallon of water.

### **Solicitation**

Solicitation and sales by the Resident or others are prohibited within the Residence Hall. Solicitation in flyer form must be approved by the Housing Office before posting.

### **Quiet Hours**

The Resident is a member of a community and is expected to act responsibly and not interfere with the rights, comfort, or safety of another Resident(s). Excessive noise and disorderly behavior will not be tolerated.

Courtesy Hours are in effect 24 hours per day. The Resident has the right to ask (with the expectation of compliance) that a fellow Resident(s) hold noise to a level that is not disturbing.

In addition to Courtesy Hours, specific Quiet Hours are as follows:

- 10:00 p.m. - 9:00 a.m. on Sunday through Thursday nights
- 12:00 a.m. (midnight) - 9:00 a.m. on Friday and Saturday nights

During Quiet Hours, Residents are requested to refrain from congregating in hallways or lobby areas; loud talking or laughing, pounding, and running; and playing loud music or television.

### **Mandatory Meetings**

During Opening and over the course of the semester, certain meetings are held either for the floor or the building that will be designated as "mandatory." These meetings are necessary and are used to bring

pertinent information to the attention of the community. The Resident is expected to attend these meetings and is responsible for the information presented.

Violations of the above policies are considered serious and may result in severance of the *License*.

## Violation of Policy

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Any violation of the *Rules and Regulations or Student Code of Conduct* is subject to termination of the *License* and may result in additional violation(s) of the *Student Code of Conduct*. The disciplinary process is designed to enforce *Rules and Regulations* and College policy while maintaining educational principles. Community living requires standards of conduct, cooperation, negotiation, and respect for Residents and Housing Staff. This process functions cooperatively with the Housing Office and the College's Center for Student Well-Being.

### Student Conduct Procedures

Conduct procedures can be found in the Student Code of Conduct <https://www.flcc.edu/offices/judicial/code-of-conduct.cfm>

If a resident is found in violation of a policy, there are times they may receive a written warning without a full hearing. In these situations, a student can request to go through the full process and have a conduct conference.

## Sanctions and Records

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Possible Sanctions can be found in the Student Code of Conduct <https://www.flcc.edu/offices/judicial/code-of-conduct.cfm>

### Additional Sanctions for Resident Conduct Violations

- **Housing Conduct Requirements/Restrictions**

Housing Conduct requirements may be imposed with or without suspension or probation. Housing Conduct requirements include, but are not limited to:

1. Restrictions from participating in residence hall activities
2. Suspension of guest privileges
3. Restitution for damages
4. Denial of access to some or all residence hall areas
5. Suspension of use of otherwise permitted items such as musical instruments or additional furnishings

- **Housing Probation**

Housing probation indicates to a Resident that their behavior has resulted in a sanction **close to Removal from Housing**. It is imposed for a definite period of time and includes the likelihood of more severe conduct sanctions if the Resident is found to be violating or to have violated any section of the Student Code of Conduct or Rules and Regulations during the probationary period, and may include ongoing conduct requirements. A Student on probation may be required to meet periodically with a person designated by the Director of Housing and Residential Life.



- **Alcohol and Other Drug Violations**

The College and Association treats each Resident and each situation individually. Therefore, the certainty of sanctions cannot be assured prior to a Conduct Conference occurring. The sanction descriptions below provide **general guidelines** for a Conduct Officer and student reference. These sanctions may, at the discretion of the Conduct Officer, or in consultation with College Officers, be changed and/or added to, based upon the analysis of each student and situation. It is important to remember that while even a single violation can lead to Conduct Suspension or Conduct Dismissal from FLCC, that not all students charged with Student Code of Conduct violations receive sanctions.

- The Online Drug and Alcohol Assessment is sanctioned in accordance with the Drug and Alcohol sanctioning model presented in the *Student Code of Conduct*.
- Based on the results of the self-assessment, the Resident may be referred to the Director of Student Health Services to discuss the assessment and/or complete an evaluation with a substance abuse counselor through an affiliated agency.
- The Resident must comply with the recommendations set forth in the evaluation.
- The Resident may be held responsible for any fees associated with the evaluation and/or services.
- Registration for subsequent semesters will be withheld until the Resident complies with the sanction(s) imposed.

- **Resident Relocation**

An official action moving a Resident from one room to another within the residence hall. A Resident relocated to another room may be restricted from entering a specified room, suite, or floor.

- **Suspension from Housing**

Eviction or removal from the residence hall for a definite period of time, along with termination of the Resident's *License*. The Resident may not return to the residence hall property, including the courtyard, parking lot, or Pavilion as a guest during this period. If a Resident becomes ineligible for housing due to College Suspension, the Resident will also be removed from Housing.

- **Interim Suspension from Housing**

The Director of Housing or designee may summarily suspend a Resident and prohibit the Resident from the residence hall property, effective immediately and without prior notice. The Resident may not return to the residence hall property, including the courtyard, parking lot, or Pavilion as a guest during this period. Imposed whenever the Director of Housing or designee determines that the continued presence of the Resident within the residence hall poses a significant risk of substantial harm to the health and/or safety of another Resident, to the stability or continuance of normal facility functions, or to property. The Director of Housing or designee may suspend a Resident for an interim period pending conduct proceedings.

The following factors are considered for interim suspension from housing:

- Resident's history
- Gravity of behavior
- Impact on residential community or facility

- **Removal from Housing**

Eviction or removal from the residence hall indefinitely and termination of the Resident's *License*. A Resident who has been removed from the residence hall may not return to the residence hall as a guest. If a Resident becomes ineligible for housing due to College Suspension, the Resident will also be removed from Housing. Suspension from Housing is not a prerequisite for Removal from Housing.

Removal from Housing is sanctioned based on the gravity of the incident and level of violation wherein the Resident is not allowed to return.

- **Immediate Removal from Housing**

The Director or Designee reserves the right to make immediate decisions necessary to ensure safety and security. This includes but is not limited to, removing a Resident(s) or student(s) from the premises pending further investigation, removing guest(s) from the premises permanently or pending further investigation, or taking other immediate measures to address dangerous or unsafe behavior in order to prevent injury to individuals or damage to property.

This list includes possible sanctions outside of the Student Code of Conduct Sanctions but is not all-encompassing. Other sanctions can apply.

## **Conduct Appeals Procedures**

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A student has a right to appeal a decision and/or sanction of the conduct process. The appeal should speak to one, or more of the outlined reasons below, and how it would significantly affect the outcome of the hearing. **An appeal is not a rehearing of the original case.** Requests for appeal must be received by the Director of Housing or other designee by the deadline date(s) mentioned in the student's outcome letters. Students may submit their appeal in writing through email directly to the Director of Housing or designee. Students should base their appeal on one or more of the following situations:

- The Resident demonstrates a substantive procedural error that significantly affected the outcome of the hearing; (e.g., a deadline that was missed or a failure to notify a student properly).
- The resident believes and articulates that the sanction(s) assigned is significantly inconsistent with institutional guidelines and/or past practice. (e.g., differing treatment of students in identical situations without appropriate explanation) or the sanction(s) is too harsh for the violation.
- The resident brings forth new evidence that was not available at the time of the hearing, which, if introduced, would significantly affect the outcome of the hearing. (e.g., witness or other testimony not known/available at the conduct conference. NOTE: this should not include the outcome of criminal proceedings.).

The appeals officer can make several decisions regarding an appeal such as upholding the original decision, overturning the original decision, decreasing the sanctions, increasing the sanctions, and adding additional sanctions.

The Director of Housing or Designee may request a meeting with the Resident to review the appeal. The Director of Housing:

- is not required to meet with the Resident;
- will provide the decision in writing to their student email; and
- render a decision that is final and binding.

### **Appeal of Decision by Resident Director**

The Director or Designee will hear any appeals regarding any conduct decision made by the RD. The Resident may appeal the RD's conduct decision directly to the Director or Designee. Such appeal must be made in writing via the Student Conduct Resolution Form and delivered within five (5) business days of receiving the written notification of sanctions. The Director or Designee may waive the five- (5) day requirement for just

cause. The Director or Designee will reply with a decision in writing within five (5) business days of receipt of the appeal.

### **Appeal of Decision by Director**

The Senior Director of the Center for Student Well-Being and/or The Executive Director of the Association or designee will review appeals regarding any decision made by the Director. The Resident may appeal the Director's conduct decision directly to the Senior Director or Executive Director. Such appeal must be made in writing via the Student Conduct Resolution Form and delivered within five (5) business days of receiving the written notification of sanctions. The Senior Director or Executive Director may waive the five- (5) day requirement for just cause. The Senior Director or Executive Director will reply with a decision in writing within five (5) business days of receipt of the appeal.

### **Appeal of Decision by Senior Director of the Center for Student Well-Being**

Please refer to the *Student Code of Conduct* for Appeal Procedures. The appeal guidelines appear in the [Student Code of Conduct](#).

## **Non-Discrimination Notice and Policy**

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<https://www.flcc.edu/policy/non-discrimination/>

<https://www.flcc.edu/pdf/policies/hr-procedures-nondiscrimination.pdf>

## **Additional Links and Helpful Forms**

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<https://cm.maxient.com/reporting.php?FingerLakesCC>

<https://www.flcc.edu/offices/judicial/righttoknow.cfm>

<https://www.flcc.edu/policy/>

\*Please note this document and the links within it are currently up to date but the Association Housing reserves the right to make adjustments, students will be notified of any major changes.