

# SARAH LAWRENCE COLLEGE

## 2022-23 STUDENT HOUSING LICENSE AGREEMENT

**Agreement to all terms of this Student Housing License is required to reside in any property owned or operated by Sarah Lawrence College.**

**The undersigned, who is or plans to be a bona fide, enrolled student at Sarah Lawrence College, hereinafter called “the Student,” and Sarah Lawrence College, hereinafter called “the College,” hereby enter into this Student Housing License Agreement, hereinafter called “License”, in accordance with the terms and conditions herein. Specific housing rates and other information for the upcoming and/or applicable academic period are found on the current "Tuition & Costs" section of College’s Student Accounts webpage ([sarahlawrence.edu/student-accounts](http://sarahlawrence.edu/student-accounts)) and are a part of this License by reference. Rates are subject to change without notice. Specific applicable housing dates for this license will begin with move-in and move-out dates as defined below and in conjunction with the applicable academic period as found on the “Undergraduate Academic Calendar” section of the College’s Academic Calendar webpage ([www.sarahlawrence.edu/academic-calendar](http://www.sarahlawrence.edu/academic-calendar)); occupancy dates may be extended for individuals or groups of students (e.g. first-year student move in days) as scheduled and announced by the College or as permitted in writing by the Office of Residential Life.**

DISCLAIMER: The College reserves the right to cancel housing eligibility for any Student who has not paid (or made formal arrangements to pay with the Office of Student Accounts) all tuition, room, board, and other fees, or who has not fulfilled any other enrollment requirement in accordance with any and all deadlines as set and announced by the College via email; posted conspicuously within the College’s official website: [www.sarahlawrence.edu](http://www.sarahlawrence.edu); and/or outlined within the College’s Office of Student Accounts web section: [www.sarahlawrence.edu/student-accounts/](http://www.sarahlawrence.edu/student-accounts/). The Student Housing License is a nine-month financial commitment for the full academic year, both fall and spring semesters, and can only be cancelled in accordance with the terms specified within this License.

The Student’s signature on this 2022-2023 Student Housing License Agreement, any electronic acknowledgement of accepting this License, or acceptance of an assigned space or a room key, signifies the Student’s agreement to and acceptance of all of the terms of this License, including the provisions relating to meal plans. All students under 18 years of age must have the License co-signed by their parent or guardian.

The Student agrees to read and abide by all Residential Life and Housing Policies as published in the current Sarah Lawrence College Student Handbook, available to the public within the College’s official website: [www.sarahlawrence.edu](http://www.sarahlawrence.edu). In addition, the undersigned also agrees to read and abide by all other sections of the Student Handbook, and the Student agrees to comply with all current policies, procedures, and expectations of the College as conspicuously published. The aforementioned documents further describe the rights and responsibilities of the College, students and guests and, by reference, are part of the Student’s application for housing and this License. The Student understands the College may amend, modify or revoke any policies without notice. Failure to abide by any College policies may result in conduct action, up to and including immediate removal from College housing.

## ELIGIBILITY

In order to remain eligible for College housing, the Student must be enrolled in a degree program by the College at all times, with no less than 12 credit hours per semester for undergraduate students during both the fall and spring semesters. Allowable exceptions the College may honor to these general eligibility requirements include notice of reduced course load when provided by The Dean of Studies Office. All students living in College housing must demonstrate reasonable progress toward the pursuit of a degree. Exceptions to these eligibility requirements may be granted by the Office of Residential Life in its sole and absolute discretion. The College reserves the right to house non-students in its facilities as space permits.

## HOUSING DEPOSIT

### **THE STUDENT'S HOUSING APPLICATION CANNOT BE CONSIDERED AND WILL NOT BE VALIDATED WITHOUT AFFIRMATION OF THIS LICENSE AND PAYMENT OF THE REQUIRED \$450 HOUSING DEPOSIT**

Students must submit a \$450 Housing Deposit to the College before any regular housing assignment is considered. If the Student has filled out the necessary paperwork requesting a room for the upcoming or current academic year, but requests a late cancellation of the room reservation or does not show up for check-in by the first date classes begin, the student forfeits the Housing Deposit and is subject to the cancellation policy. Unless the Housing Deposit is returned to the Student or forfeited by the Student/retained by the College, the full deposit will be credited to the Student's room and board charges. If the Student is unable to check in by the first day of classes, they must submit a request in writing to the Office of Residential Life to have their room reserved for a specific day. This specific day should not exceed a week from the first day of classes.

## LICENSE PERIOD

This License period is for the full academic year (or any remaining portion of the current academic year immediately following the Student's authorized check in) unless the Student graduates after the Fall Term, is a new Spring Term check-in, or this License is canceled or terminated as specified herein. In the event the Student is permitted for any term to move in prior to regular student check-in dates, as scheduled and announced by the College, additional charges may apply and the License Period will commence on the exact date of the Student's actual check-in.

Unless this License is canceled or terminated early as specified herein, the License Period will suspend at 10am following the last day of fall classes. The College is not obligated to provide student housing during the winter break.

The License Period resumes on the official Spring check-in date as set and announced by the College except in the event the Student is authorized to check in prior for any reason (e.g., athletic training requirements), then the Student's License Period will resume on the date of the Student's actual check-in.

The License Period ends on 8pm on the day of Undergraduate Commencement for seniors participating in May Commencement and ends on at 10am following the last day of spring classes for all other Students. This License Period explicitly excludes any housing over summer recess.

The Student's License Period cannot be changed from these dates unless approved in writing by the Office of Residential Life.

The College reserves the right, in its sole discretion, to require, if necessary, that the Student vacates their student housing/room assignment, including the removal of all personal property, between the last day of the Fall Term and the first day of classes for the Spring Term. In addition, The College may temporarily or permanently require Students to vacate their assigned room at any time in the event of a health or safety emergency such as a pandemic.

## HOUSING ASSIGNMENT & OCCUPANCY

This License is for use of a residential space as provided by the College, including any facility that the College may now or hereafter own, lease, or otherwise arrange to make available for student housing. This License is not transferable and housing shall not be assigned by the Student. The Student alone must occupy the assigned space during the License Period. Students are not allowed to sublet their rooms; this includes 3rd party services (e.g. Airbnb).

Subject to the availability of space, the College will attempt to assign housing according to student preference, but the College will not guarantee assignment to a particular building, a particular room or room type, specific roommate, or other accommodation. Roommate requests based upon race, color, religion, sexual orientation, physical characteristic, or national origin cannot be accepted.

A residential space is the Student's assigned bedroom and, if applicable, any adjoining common spaces (e.g. shared kitchen, living rooms, and bathrooms) within shared suites, apartments or houses owned or operated by the College. The Office of Residential Life shall select and may change at any time, the space to which the Student is assigned and the furnishings, features, and/or other occupants of the room.

In compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities (ADA) Act, Sarah Lawrence provides reasonable housing accommodations to students with disabilities. The College reserves the right to change a housing assignment in the event that a room is needed for ADA purposes. The College also reserves the right to change a housing assignment in order to consolidate open spaces or for facility or conduct reasons, and to assign vacant bedrooms as necessary without notifying current residents. The College reserves all rights to assign students to any available space or reassign the Student if necessary. All reassignment decisions made by the College are final and cannot be appealed or negotiated. All required relocations must be completed within 48 hours of notification from the College.

Transfer requests from one room to another will be considered based on available space, date and time of request, and the necessity of transfer. A room change fee may be applied. All room changes must have the approval of the Residential Life Office in advance; unauthorized room changes are subject to a \$100 fine as well as housing probation or removal from housing.

Students are not allowed to host long-term guests in their rooms, and the Student and any guests must follow all applicable guest policies of the College, including but not limited to permissible length of stay. Any residential common areas, such as kitchens, bathrooms, living rooms, storage areas, basements, closets, or attics may not be used as sleeping areas.

The College reserves the right to deny housing applications and to change or cancel housing assignments in the interest of order, health, safety, or discipline with appropriate notice.

## CANCELLATION OF LICENSE

This License will be binding for the entire current or forthcoming academic year unless: (1) Residential Life receives and approves the Student's written cancellation request by May 15 (for the subsequent fall term); or (2) Residential Life receives and approves the Student's written valid cancellation request by Dec. 1 (for the subsequent spring term); or (3) Residential Life receives written notice from the College that the Student will withdraw, begin an approved academic program outside the Bronxville area, or take a leave of absence approved by the College; or (4) this License is otherwise cancelled or terminated in accordance with the terms specified within this License Agreement, including approval of late housing cancellation requests.

Between the aforementioned dates and the first day that College residences are opened for those respective terms, the Student will be charged a \$450 cancellation fee (forfeiting their housing deposit) for cancelling the License and/or not checking in by the first day of classes.

**Housing cancellations made after the first day of classes are not eligible for refund.** However, housing cancellation requests will be considered by the College at any time and, minimally, a \$450 cancellation fee will be applied to the Student's account for any approved housing cancellation which is

considered late (defined as a cancellation requested after May 15 — for the academic year OR after Dec. 1— for the spring term only). Fall semester residents who request cancellation of the License for the following Spring semester will still be charged for room & board if they remain enrolled at the College and are taking classes at the Bronxville campus. If the Student never occupies, or vacates their assigned space after the first day of classes, without submitting a written cancellation request, or if the Student's cancellation request is not approved by The Office of Residential Life, the Student will continue to be responsible for all housing and board fees for the entire License Period.

Cancellation requests must be in writing. No cancellation requests will be accepted by phone. Students with extenuating circumstances for canceling the License may request a waiver of the cancellation fee and/or room charges by submitting a written waiver request to Residential Life. The waiver request will be reviewed and a decision will be issued by the Office of Residential Life.

#### MEAL SERVICE

All residential students, other than those who are granted waivers by the College for medical or religious reasons, must purchase a meal plan. First-year residential students must choose between meal plans A, B, or C. Students are allowed to change their College meal plans only during the first two weeks of each semester. Meal plan service will begin no later than breakfast on the first day of classes and will end no earlier than lunch on the final day of classes for both fall and spring semesters. Meal service may be limited or suspended during the College's Thanksgiving Break and Spring Break. There is no refund for unused meals at the end of each term.

#### SERVICES, FURNISHINGS & UTILITIES

The College shall furnish the Student with a single bed, chest of drawers, desk and chair, and closet or wardrobe space. All College houses and apartments are equipped with a range, refrigerator and sink. Any damages beyond ordinary wear and tear will be charged to the Student. Under no circumstances are Students permitted to remove College furniture or appliances from College bedrooms or common areas. Common-area furniture is not permitted in student rooms. The College agrees to provide utilities to include electricity, water, and heat to Students living in assigned College facilities. The availability of other amenities (e.g., air conditioning, laundry, study and lounge areas) varies by residence. The College agrees to provide Internet access in each residential area, however connection speed and type may vary and the College will not be responsible for temporary or intermittent loss of connectivity.

#### CONDITION & MAINTENANCE OF PREMISES

The College shall perform all maintenance to College residences and grounds, but the Student will be charged for maintenance due to their action or negligence except for that which is normal or routine and in conjunction therewith. The College shall have the right through its agents and employees to enter Student rooms and apartments for the purpose of examining, inspecting, and maintaining the College's property. The Student shall maintain their room and any affiliated common areas in a clean, sanitary, and safe condition at all times. The Student will not permit noise or odors to emanate from the assigned space in such a way as to unreasonably disturb other residents. The Student shall not store food so as to cause a vermin infestation of the assigned space. All persons assigned to a shared space shall be jointly responsible for cleaning and maintaining any kitchens, bathrooms, or other common areas. The Student shall not alter the room or any furnishings therein in any way without prior written consent from the Office of Residential Life. When the Student vacates their assigned space, they shall remove all their personal property and leave the room and any furnishings clean and in the same condition as when occupancy commenced. The Student agrees that the College may promptly dispose of any personal property left in the room after the end of the License Period without communicating to the Student prior to disposal. The College will assess cleaning, repair, and disposal charges equally among all those assigned to the room, unless individual responsibility

is established before departure. Charges for damage to any public areas or furnishings in a housing facility may be assessed, in the College's sole discretion, against any or all of those assigned to the floor or the entire facility.

In addition, the Student will be charged any local, county, state or federal penalties for non-compliance with existing statutes and College rules. This includes but is not limited to penalties assessed for non-compliance with fire codes.

#### USE OF RESIDENTIAL FACILITIES & RIGHT OF ENTRY

The College will, when necessary or desirable: a. Require students to move to other accommodations in order to vacate a building, apartment, wing, floor, or room. b. Change room assignments when vacancies occur in any bedroom. *It is the Student's responsibility, in cooperation with the Office of Residential Life, to find a new roommate within ten (10) days if their roommate moves out. The roommate must be currently enrolled at Sarah Lawrence College and they must also be eligible to reside in College housing. If a suitable roommate is not found, the remaining Student must be willing to relocate and/or consolidate with another Student or assume an increased rate.* c. Control the use of rooms in the event of an epidemic. d. Have staff regularly inspect all rooms for purposes of inventory, fire protection, sanitation, safety, maintenance, and policy enforcement. e. Change room assignment (1) for reasons of health, safety, or repair services; (2) for disciplinary reasons; or (3) for reasonable incompatibility of roommates as determined by the Office of Residential Life.

The College reserves the right, at any time and for any reason, in its sole discretion, to enter assigned residential spaces without prior notice to occupants to make repairs; to inspect for compliance with health, fire, or building codes; to inspect for compliance with College policies or regulations; or because of any situation that the College, in its sole discretion, deems to be a danger to health, safety, or property.

#### STUDENT RESPONSIBILITY FOR DAMAGE OR LOSS

The Student shall be liable for damage or other loss incurred to the assigned bedroom, apartment, and/or residential building which is not the result of ordinary wear and tear, including any damages caused by any guest of the Student. Damage within the Student's room is the responsibility of the Students assigned. The costs of damages or other loss incurred to public areas (e.g., restrooms, lounges, study rooms, laundry areas, hallways, balconies, etc.) which are not the result of ordinary wear and tear, that are not attributable or chargeable to a specific individual or group, shall be equally shared by the Students of the living area where those damages or losses occur. The Student agrees to pay the Student's share of such damages upon demand.

#### FORCE MAJEURE & LIMITATION OF COLLEGE LIABILITY

The College assumes no responsibility for failure to perform any terms or conditions of this License due to any event or other cause that is beyond the control of the College such as fire, earthquake, flood, act of God, work stoppage, war, epidemic, or other emergency.

The Student agrees that the College shall not be liable for any failure, delay, or interruption in performing its normal obligations due to causes or conditions beyond its control, or which could not be prevented or remedied by reasonable effort and at reasonable expense regardless as to whether the subject event or cause was conceivable or foreseeable.

Neither the College nor its employees or agents shall be liable for the loss, theft, disappearance, damage, or destruction of any personal property belonging to, used by, or in the possession of any Student, regardless of where such property may normally be used or stored. The College encourages The Student to carry property/renters insurance. Furthermore, the College strongly recommends that Students do not bring valuables to campus.

## REGULATION & AUTHORITY

The College has established rules and regulations for the safety of all students. The Student is responsible for being familiar with current policies by reviewing the Student Handbook no less than once per academic year. The College reserves the right to make changes to policies as needed and without notice. The Student is required to abide by all current and relevant College policies and applicable federal, state and local laws.

At all times, Students must respect the rights and property of other community members in College residences. Failure to abide by College policies or expectations may result in dismissal from student housing and/or the College.

Notice of revocation of this License will be made to the Student in writing. After the College has made a reasonable effort to contact the Student, and the Student is not available to receive notice of revocation of License, the notice may be posted on the door to the Student's room.

## TERMINATION OF LICENSE

The College may at any time terminate this License due to violation of any of the provisions herein, the Student defaulting on payments owed to the College (including tuition, room and board, and other fees), or where it is in the interest of the College and the Student. The College reserves the right to cancel the License for any reason the College, in its sole discretion, deems to be good cause including, without limitation, on account of a health or safety emergency, such as a pandemic, which might require Students to temporarily or permanently vacate a College residence.

The License is automatically cancelled if the Student's enrollment is officially terminated through withdrawal from the College or through academic or disciplinary dismissal.

Any student who cancels their Housing License, takes a leave, or is suspended from the College must move out within 48 hours unless special permission, in writing, has been obtained from the Office of Residential Life. In the event the Student is suspended from student housing, the College may take any and all action (including the commencement of litigation) to remove the Student from the assigned space. Once the Student departs campus, they will not be allowed to return.

If this License is terminated because of the Student's failure fully to perform any obligations under this License, the Student will continue to be responsible for all fees due under or as a consequence of this License for the entire original License Period.

The College reserves the right to terminate this License in the event that prior to the commencement of the fall or spring semester, the assigned space is or becomes unavailable on account of a reduction in density in the housing facility associated with public health or in the event that demand for housing exceeds available supply. In this case, any payments made by the Student to reserve a space in student housing will be returned.

## PROCEDURES FOR VACATING

The Student shall vacate the assigned space and return all keys by the end of the License Period (or immediately upon cancellation or termination of this License or other directive to vacate on account of a health or safety emergency).

Unless otherwise directed, students should return their keys to Campus Operations Office (during normal business hours) or to Campus Safety's continuously-staffed central desk (after hours and weekends) before departing campus. All keys/key cards shall be returned in an envelope with the students' name and prior room assignment clearly identified on the envelope. The Student must properly vacate in accordance with published check-out procedures as issued by the Office of Residential Life; failure to do so may result in an improper check-out fee of \$75. In addition, the Student will be assessed charges for failure to turn in a key and/or for cleaning and damages at check-out/upon vacancy.

The Student shall also be responsible for all costs and direct or indirect damages sustained by the

College in connection with the Student's failure to properly vacate, including, without being limited to lock changes and the cost of accommodations for each person who would otherwise have occupied the assigned space and all legal and other expenses incurred by the College in connection with removing the Student.

For assistance with removal and retrieval of personal property, Students may only use a packing, storage, and shipping company which is a licensed and insured commercial vendor approved by the College in advance.

Any personal property left by the Student may be disposed of by the College immediately, and the Student may be charged for removal of that property or otherwise responsible for organizing its return and associated costs.

#### MISCELLANEOUS

- (A) This License is not a commitment of admission to or continued enrollment in the College.
- (B) If any provision of this License shall be found to be invalid, the remaining provisions hereof shall continue in full force and effect.
- (C) Any waiver by the College of its rights under this License shall not be deemed a continuing waiver.
- (D) This License represents the complete agreement between you, the Student, and Sarah Lawrence College, the College, regarding your student housing, and the License supersedes any prior agreements, contracts or understandings, whether oral or written. The License may not be amended in any way without the prior written permission of the College.
- (E) This Housing License is subject to the laws of the State of New York, without regard to conflicts of laws or principles. The Student agrees to submit to the jurisdiction of the federal and state courts in Westchester County, New York State, for the resolution of any disputes arising under the License.

**The undersigned affirms they have READ AND UNDERSTAND THE CONDITIONS OF THIS STUDENT HOUSING APPLICATION AND LICENSE AGREEMENT.**

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Student Name [print]

\_\_\_\_\_  
Date