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## RESIDENCE HALL LICENSE AGREEMENT AOS and Long Term CE Courses

Name of Resident: \_\_\_\_\_ Entry Date: \_\_\_\_\_  
(Please Print) Last First MI SS #: \_\_\_\_\_ Mo Day Yr

This document constitutes a binding agreement between The Culinary Institute of America and the individual resident. This signed agreement entitles the resident to the use of the Institute Housing accommodations during the Period of Agreement as set forth in this document. This agreement may be terminated only under the conditions specified herein.

Students and their parents or guardians are urged to read carefully the terms and conditions of the agreement before signing this document.

### TERMS AND CONDITIONS

1. **PERIOD OF AGREEMENT** - Ten - twelve instructional blocks (fifteen - eighteen week semester) beginning the first day of the first instructional block (entry date) and ending the last day of the 10th consecutive block. Housing is not guaranteed for additional or make-up course work after second term. Residents who wish to extend the Period of Agreement must complete an Agreement Adjustment Form. An extension to the Period of Agreement is not guaranteed and housing will be assigned on a space available basis according to the Institute's established priority list, which is maintained by the Department of Residential Services. This Agreement will automatically terminate for residents who officially leave the Institute through leave of absence, interruption of studies, suspension, withdrawal or termination.

2. **ELIGIBILITY** - Housing will be available for persons enrolled in the full-time AOS Degree program regardless of age, marital status, sex, sexual orientation, creed, color or national origin. Spouses and family not enrolled in one of the programs listed below are not eligible for campus housing. The Institute reserves the right to cancel or deny the Residence Hall Agreement to any applicant or resident whom demonstrates conflict with Institute guidelines and/or community members.

a) New Students are guaranteed the privilege of residing on campus provided they submit a completed application, signed agreement and first semester rent 60 days prior to their entry date.

b) Students returning for fourth (4th) and fifth (5th) semesters of the AOS program are not guaranteed housing. Housing assignments will be based on available space. Priority will be given to those who have submitted a re-application and signed agreement to Residence Life at the J-Block Extern Meeting. Reassignment will be completed in the lottery number order. Students must have maintained a good citizenship record (disciplinary history) to be considered for assignment.

c) Students enrolled in the BPS program are not guaranteed housing. Housing will be assigned according to space availability and other provisions outlined in the BPS Residence Hall License Agreement. BPS students who require housing must complete a BPS Residence Hall License Agreement.

d) Persons enrolled in long-term Continuing Education courses (15 weeks or longer) or employed in Fellowship positions may apply for campus housing. Accommodations are not guaranteed and will be based on available space. Rent for one semester (15 weeks) is due prior to the Period of Agreement.

3. **HOUSING RESERVATION** - Advance room reservation for the Period of Agreement are made only after the student has submitted the completed application, signed agreement and required advance payment. This payment serves as a reservation fee and is credited toward the semester room rent. Cancellations must be submitted in writing to the Residence Life Office 30 days prior to entry date. Applicants who fail to cancel 30 days in advance or fail to occupy their room will be subject to a \$100 cancellation fee.

4. **ROOM ASSIGNMENT** - The Institute reserves the right to assign and reassign for the benefit of the Institute, individual resident and the group. Building, room type and roommate preferences will be considered in assignment, but cannot be guaranteed. Preference in room assignment will be given to upper class residents. Advance payment of semester rent does not guarantee assignment to a particular room type. Overpayments will be credited to the student's account. Students assigned to multiple resident rooms that are without a roommate must be prepared to accept a new roommate at anytime. Residents will be notified of specific room assignment in advance.

5. **OCCUPANCY** - New and returning residents may occupy their room after 2:00 p.m. the day prior to registration. Residents will be responsible for payment of rent, the physical condition and behavior in the room from day of arrival until the end of the Agreement Period.

6. **ROOM RENT** - Room rent will be charged by the academic semester (15 weeks) and will be prorated for students who officially adjust their Period of Agreement to less than or more than 30 weeks. Rent is charged continuously from date of arrival until the end of the Agreement Period. This includes rent charged during make-up courses and short leaves of absence.

7. **LEAVES OF ABSENCE** - a) Short Leaves of Absences: Residents who officially leave the Institute for three (3) weeks may remain assigned to their current room. Rent will be charged during the leave and the Period of Agreement will be lengthened to reflect the adjusted completion date. The resident retains all rights and privileges of this agreement during the short leave.

b) Leaves of Absence, Interruption of Studies, Suspension (more than 6 weeks): Residents who must leave the Institute for more than 6 weeks are required to vacate their room, checkout and return their room key. Residents who fail to complete the checkout process are subject to rent and miscellaneous charges, which may include, but are not necessarily limited to, moving and storage of personal belongings. The Institute accepts no responsibility for the condition of the belongings when moved kept in storage or shipped to the student. Residents who wish to reside on campus upon their return must submit a completed re-application and signed agreement prior to leaving campus. Returning students are not guaranteed housing. Housing applications will be reviewed and assignments made based on available space.

8. **RELEASE FROM AGREEMENT** - Residents will be expected to live on campus for two full semesters (30 weeks). Residents who wish to be released from this commitment must apply for a release for alternative housing and must meet departmental requirements. The Institute reserves the right for approval of release. Students approved for release will be refunded rent on a prorated basis only when the Institute is able to fill the vacancy created by the release and will be subject to a \$100 cancellation fee. Residents denied release from this agreement who choose to move out may be held financially responsible for the Agreement Period. This agreement will automatically terminate for those students who officially leave the Institute.

9. **PERSONAL USE AGREEMENT** - The resident agrees that the room assigned shall be used by him or her, and may not be transferred or assigned to another person. The space may not be sublet. Further, the resident agrees that the space will be used for personal living, sleeping, studying and that no commercial operations will be carried on therein.

10. **ROOM CONDITION AGREEMENT** - The resident agrees that the condition of the room and furnishings shall be kept in good condition during the Period of Agreement and shall reimburse the Institute for all damages and/or losses to the room or furnishings above normal wear and tear. The resident is responsible for establishing the condition of the room by completing and signing the Room Condition Agreement with the Resident Assistant during the first week of residency. By signing the Room Condition Agreement, the student agrees that he/she has seen the room and agrees that it is in good condition. This description will be used as a basis for comparison and charges at checkout. This Institute agrees to provide a desk, bookcase, desk lamp, desk chair, chest of drawers, bed frame and mattress (34" x 80"). The resident is expected to provide bed linens, blankets, pillows, towels, personal toiletries, soaps and cleaning supplies. Malicious damage and vandalism may result in the immediate loss of campus housing. No alterations may be made in the room, including lounges or hallways. Furniture in one room may not be exchanged for furniture in another room. Window screens may not be removed from the windows. Windows may not be used as a room entrance or exit, except in the case of an emergency. Residents are responsible for the actions of their guests and may share responsibility for damages with roommates. Malicious damage and vandalism may result in severe disciplinary action and/or criminal prosecution by the Institute.

11. **ROOM KEY POLICY** - All keys remain the property of the Culinary Institute. It is unlawful to duplicate an Institute key. Lost keys should be reported immediately to Residential Services. Loss of a key, failure to return a key at checkout or return of an illegal key will result in a \$35 charge to the student's account. Residents will receive a receipt upon return of a room key. Duplication of an Institute key is unlawful and may result in severe disciplinary action against the student.

12. **CHECK-OUT PROCEDURE** - All residents are required to check out of their room in person with the Residence Director or his/her designate. Check-out procedures include scheduling an

appointment in advance for inspection of the room, return of the room key, acceptance of room cleanliness and assessment of any changes, if applicable. Any resident who fails to schedule a check-out appointment and complete the on sight check-out is subject to a \$50 fine and loss of right to contest any charges assessed in his/her absence.

**13. ROOM CHANGES** - Any resident who wishes to change rooms must apply and be granted permission prior to moving from one room to another. Room change requests will be considered once only, at the start of each instructional block (3 weeks). Room change request forms must be submitted to the student's current Resident Director no later than the FIRST THURSDAY of each block. Approved changes will take place on the last day of the block (two weeks later). Residents who apply for a room change will be sent a confirmation or denial notice with procedural instructions. Residents who complete an unauthorized room change or fail to complete an authorized change may lose their preferred room assignment, be required to relocate, be charged a fine and/or lose their privilege to reside on campus. Room changes may not be completed during the first three weeks on campus. Room change requests will not be honored for persons scheduled to exit within 6 weeks of change of date. Room change requests will be honored by seniority in residence.

**14. RESPONSIBILITY FOR PERSONAL PROPERTY** - The Institute does not assume any legal obligation to pay for the loss or damage to personal property items of residents or their guests which occur in the residence halls or on the grounds. Residents are encouraged to carry insurance to cover such losses.

**15. RESPONSIBLE FOR COMMUNAL PROPERTY** - (Hallways, baths, stairwells, elevators, lounges, studies, utility rooms, lobbies) Residents are expected to take every precaution to assure that communal property is not abused. In halls or sections where the Institute determines that a majority of the residents are tolerating undue abuse of Institute property and the responsible individual(s) cannot be identified, all residents of the area will be held responsible for a proportional amount of the cost of repairing or replacing damaged items, and/or the cost of fines.

**16. STUDENT CODE OF CONDUCT** - Residents are responsible for understanding and complying with the Conduct Policies as stated in the Student Handbook. Behavior, which threatens or endangers the well being of others, may result in the immediate cancellation of this agreement.

**17. ENTERING POLICY** - Agents of the Institute shall have the right to enter into the rooms leased as accommodation at all reasonable hours, for the purpose of examining rooms or making repairs or alterations necessary for safety or maintenance. This includes regular unannounced inspections for safety and sanitary living conditions.

**18. FIREARMS, EXPLOSIVES, FIREWORKS AND INFLAMMABLES** - The possession or use of any type of firearms, explosives, fireworks, martial art weapons, combustibles, open flames and candles or knives (except knives specifically required by the Institute for laboratory classes) may result in immediate termination of this housing agreement and/or separation from the Institute.

**19. FIRE/SAFETY EQUIPMENT** - The sounding of a false fire alarm and/or tampering with fire fighting or safety equipment may result in criminal prosecution, termination of this agreement and/or separation from the Institute. Equipment includes fire extinguishers, heat sensors, pull boxes, fire doors, exit signs, smoke detectors and hoses. Residents are required to evacuate the building when the fire alarm sounds.

**20. FIRE/SAFETY SANITATION POLICY** - The resident agrees to abide by State and Local Law and Institute regulations regarding fire/safety and sanitation as stated below. Failure to comply with these regulations jeopardize the safety of others and may result in disciplinary action including the loss of campus residency.

a) Egress from room - Items may not block or limit access to the door, window or heating unit. A 36" passage must be maintained through the room.

b) Electrical items with heating coils - Cooking appliances, electric blankets and portable heaters are strictly prohibited in the resident's room. Residents who possess any of these appliances will be fined \$25 and will be required to remove the item immediately. The Institute reserves the right to remove unauthorized or dangerous appliances. Electrical items permitted in resident rooms include TV sets, radios, stereo equipment, fans, coffee makers, typewriters, personal computers, desk lamps, razors, irons, hair dryers, hair curlers, toothbrushes and clocks. If a resident desires to have in his/her room any item other than those enumerated above as either permitted or prohibited, he/she must obtain the permission of the residence director.

c) Refrigerators - Refrigerators are permitted but must not exceed 3.5 cubic feet. Only one refrigerator is permitted in each room.

d) Flammable Furnishings - Upholstered furniture, curtains, wooden structures, lofts or room dividers, excessive wall coverings (including posters), fabric suspended from walls or ceilings, candles, open flames and Christmas trees are not permitted.

e) Heating/Air Conditioning Units - Storage of flammable items such as books, paper or electrical appliances will not be permitted on top of unit.

f) Plastics - Plastic containers and milk crates are not permitted due to toxic fumes.

g) Electrical Overload - Not more than two electrical cords are to be engaged per outlet.

h) Bicycles - Bike rooms and/or racks are available in/or outside each Residence Hall. A bicycle may be kept in student rooms but must not hinder access to or from the room.

i) Sanitation - Excessive accumulation of bottles, boxes, trash and debris is not permitted. General sanitary conditions must be maintained. Bathrooms must be cleaned and disinfected regularly.

j) Wardrobes - Wardrobes in Hudson Hall must remain flush against the wall at least 18" from the sprinkler head. Wardrobes may not protrude into the room or be used as a room divider.

k) Heat/Smoke Detectors and Sprinkler Heads - Items may not be hung on or block the sprinkler head or detector.

l) Water-filled Furniture - Waterbeds and other pieces of water-filled furniture are not permitted due to problems of water damage and weight.

m) Any appliance or item may be removed at the discretion of Residential Services, Maintenance or Safety Staff.

**21. GUESTS** - Residents are responsible for the actions of their guests and must be present for the duration of the visit. Overnight guests must obtain a Guest Pass from the Residence Director and must acquire the roommate's signature of approval for the visit and stay in the room. Guests must be 18 years of age or older and are expected to follow all campus regulations. There is a limit of two guests per room for a two-day stay.

**22. HOUSEKEEPING** - Each resident is responsible for the cleanliness of his/her room. Sanitation inspections will be conducted monthly. All wastepaper and other trash must be removed from the building and deposited in an outside dumpster. Littering or improper disposal of trash is not permitted. The room is expected to be thoroughly cleaned at check-out. Residents who fail to maintain sanitary conditions may be subject to disciplinary action, fines and loss of campus housing.

**23. MAINTENANCE** - No resident shall alter, repair or contract the repairs of any electrical, mechanical, plumbing, furnishing, structural fixture or equipment. Defects in room condition are to be reported to the Resident Assistant and recorded on the Room Condition Agreement. The Institute will be responsible for making all repairs determined as being necessary and appropriate.

**24. PETS** - Pets are not permitted in Institute housing. Those violating this provision will be charged \$25 and required to remove the pets.

**25. QUIET HOURS** - Courtesy Hours are in effect 24 hours a day. Quiet Hours are in effect from 11:00 p.m. to 8:00 a.m. Sunday - Thursday and 1:00 a.m. to 9:00 a.m. Friday and Saturday. Musical instruments such as drums, tubas, amplified guitars, organs or any other music producing equipment which may disturb others is not permitted. Residents who create excessive noise or disturbance, (including excessive stereo volume) are subject to disciplinary action including loss of housing.

**26. SOLICITATION** - Soliciting, canvassing or use of Institute housing as a location for private business, sales or advertising is prohibited.

**27. TELEPHONES** - Basic telephone service is provided to resident students. Long distance service is contracted between the student and the particular long distance vendor(s), which the Institute utilizes. Students must provide a touch-tone phone. The phone jack and wire is already provided in the room.

**28. VACATIONS** - Twice each year the Residence Halls will close and all residents will be required to vacate their rooms. This will occur during the July and December breaks. Residents will not be permitted to remain or return to their rooms until the official reopening time. Personal belongings may be left in the room during the vacation but residents are encouraged to take home all items of value. Every effort will be made to protect personal property, but the Institute cannot be responsible for loss or damage. Room inspections will be conducted during the vacation period for Maintenance and Fire/Safety concerns.

**29. ACCESS TO RESIDENCE HALL** - External doors are always kept locked. Only residents with valid identification cards and escorted guests may enter the residence hall via an electronic card access system. Disciplinary action may be placed on individuals who fail to carry or produce a valid student identification card when so requested. In addition, propping of doors or tampering with any mechanism of the system, which vandalizes damages and/or causes the system not to work properly may result in severe disciplinary action.

**30. PROVISIONS OF AGREEMENT** - If any provisions of this agreement shall be declared illegal or unenforceable, the remaining provisions will remain in full force and effect. Nothing contained in any of the provisions of this Agreement shall be construed as creating a landlord/tenant relationship between the Institute and the resident.

I hereby acknowledge that I have read, understand and agree to abide by this Housing Agreement. This Agreement will become effective on the date signed by the Institute Representative below.

\_\_\_\_\_  
Signature of Resident (if not legal age, signature of parent or guardian is required.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Institute Representative

\_\_\_\_\_  
Date