

## RESIDENCE CONTRACT FOR FASHION INSTITUTE OF TECHNOLOGY

By submitting the housing application, you agreed to the terms and conditions of this Residence Contract (this "Contract"). Residents accepted for on campus accommodations at the Fashion Institute of Technology enter into this contract and are subject to the following terms and conditions.

1. This Residence Contract is binding for the full academic year, except for individuals accepted to the residence halls for one semester only. Contracts for "One Semester" will be for the Fall or the Spring Semester only. HOUSING DATES FOR THE PURPOSES OF THIS CONTRACT BEGIN ON THE FIRST POSTED CHECK-IN DAY AND END ON THE LAST DAY OF CLASSES (dates subject to change). Residents **MUST** follow official check-out procedures by 9:00 am on the day following their last exam, or the announced closing time (whichever is sooner) – see "Departure Date". The dates of occupancy do not include the recess periods, as indicated in the current college catalog of Fashion Institute of Technology (the "College"). **ONLY GRADUATING RESIDENTS MAY STAY UNTIL GRADUATION DAY, 4:00 pm.** Housing for Winter Recess is available at an extra charge ONLY to residents who have contracted for the full academic year (fall AND spring). Residents not returning for Spring Semester are not eligible for winter housing.

### 2. HOUSING RATES - ALL RATES SUBJECT TO CHANGE

- 2.1 General Information. Rates are posted by April of each year and can be found on the FIT Residential Life Office website and in printed materials. Charges will be posted to the student's account. All rates are per person and include the resident fees. All charges must be paid by the indicated deadlines. Rates do not include recess periods (recess information will be posted at a later date).

Payment Deadline: **Listed in Acceptance information.**

- 2.2 RATES FOR TRADITIONAL RESIDENCE HALL STYLE ACCOMMODATIONS IN NAGLER HALL OR COED HALL  
Rates include Room Portion and Resident Fees.  
Traditional Style rates include a mandatory meal plan for each semester.  
MEAL PLAN DECLINING BALANCE DOLLARS CANNOT BE USED AS PARTIAL PAYMENT FOR HOUSING, DINING OR OTHER CHARGES. ALL DECLINING DOLLARS MUST BE USED BY THE END OF SPRING SEMESTER.  
**UNUSED DOLLARS CANNOT CARRY OVER TO THE NEW ACADEMIC YEAR.**

#### MEALS SERVICE BEGINS:

Fall Semester:

FIRST DAY OF NEW RESIDENT CHECK-IN - DINNER

Spring Semester:

FIRST DAY OF NEW RESIDENT CHECK-IN - DINNER

Triple rooms. If more than 2 residents are required to occupy a room, there will be a reduction in room rate. Rebates are processed after the resident has been contacted to be detripled. See Section 23 of this contract.

- 2.3 RATES FOR SUITE ACCOMMODATIONS. Rates include suite space and Resident Fees. Suite rates do not include meals. Meal plans may be purchased at an additional cost.
- 2.4 Bunk units in rooms must be assembled or disassembled by maintenance personnel only.
- 2.5 RELEASE FROM RESIDENCE CONTRACT.
  1. Failure to check into a residence hall, reside in the assigned room, accept a meal card, eat meals, or pay room and board charges does not release an individual from the obligations of this Contract.
  2. Any student who has occupied a room and subsequently moves out without being released from this Contract, officially withdraws from the College or is dismissed (for either academic or disciplinary reasons) is held responsible for the room charge for the semester.  
See "Refunds/Charges"
3. MEALS. Rates for meals are for the Academic Year only. No meals will be served during recess periods (Winter Recess, Spring Recess, Summer Recess). Suite fees do not include meals. The College provides meals for residents in the students' dining room during the hours posted. Charges for meals may be subject to change to reflect cost increases.
4. MAINTENANCE OF TRADITIONAL RESIDENCE HALL STYLE ROOMS AND/OR SUITE SPACES. All rooms are furnished. **RESIDENTS ARE NOT PERMITTED TO BRING FURNITURE.** Residents are expected to keep their rooms in a neat condition and are to clean, dust and vacuum regularly. Garbage is to be disposed of daily in designated areas. Additionally, suite residents are expected to clean bathrooms, kitchens, stoves and refrigerators regularly. Stoves must be cleaned often to prevent grease buildup. Suite residents who fail to maintain clean cooking facilities will be moved to a traditional residence hall style room. Residents who do not maintain their rooms in an acceptable state will also be subject to disciplinary action.
5. DEPARTURE.
  - 5.1 Departure Date. Residents must vacate and surrender their room/suite in move-in condition (broom swept, drawers wiped clean, floors mopped, etc.) and remove all belongings by 9:00 a.m. on the day following their last final exam or at the announced closing time, whichever is earlier. Graduating seniors must vacate their room/suite by 4 P.M. on Commencement Day.
  - 5.2 Check-Out Procedure. Residents must complete official checkout procedures with their Resident Assistant and the Residential Life office. This procedure involves completing a withdrawal form, being inventoried out, following mail

forwarding procedures, and returning the room key and I.D. card. Failure to return key/I.D. will result in charges. Damages are assessed at the end of each semester, and will be charged to the resident's account.

- 5.3 **Withdrawal/Dismissal.** Residents who withdraw or are dismissed from the college residence halls, or residents who change to a non-degree program, must vacate their room and surrender their key and I.D. within 24 hours. The resident will be billed for his/her room per refund policy (see REFUNDS/CHARGES). Residents who fail to maintain credit/eligibility criteria are expected to vacate their room/suite and return their key and I.D. immediately. **Any individual dismissed from the residence halls may not return as a resident or as a visitor.**

- 5.4 **Termination of Occupancy.** It shall be the duty and power of the Administration to terminate the occupancy of any individual, with or without notice, whenever it determines that the behavior of said individual is inimical to the best interest of the college.

If in the judgment of the Residence Hall Staff and Administration, a resident is considered to be a threat to himself/herself or others, the resident may be required to immediately leave residence until it has been satisfactorily shown that he/she is capable of functioning in a residence hall environment.

- 5.5 **Recess Periods.** Residents who find it necessary to remain in the halls during any of the College recess periods must apply to the Residential Life Office for permission to do so. If permission is granted the resident must pay in advance, to the Bursar's office the established charges as posted by the Residential Life Office. All other items of the Contract shall apply during any such additional periods. During Winter and Spring Recess, **residents returning for Spring Semester may leave possessions in their Spring room AT THEIR OWN RISK.** The College accepts no responsibility for items that are stolen or damaged. This includes clothing, equipment, projects, valuables etc. The residence halls close for Holiday Recess the last day of Fall exams until the first day of Winterim classes. In addition, the residence halls close at the end of the summer program (see summer housing calendar) until Fall registration week. No personal possessions can be left in the residence halls during this time. No student will have access to the residence halls during Holiday Recess or residence hall closings.

- 5.6 **Abandoned Property.** The College will remove the possessions of residents who do not vacate the rooms or suites by the required dates. The College will assume no responsibility for these possessions, and the costs associated with removal of personal items will be charged to the resident in question.

## 6. **REFUNDS/CHARGES.**

- 6.1 **Refund Policy.** Refund policy applies even if resident does not move into the residence halls. If the student's application for residence accommodation is not accepted, payment will be refunded in full.

- 6.2 **Refunds.** If an application for residence accommodation is accepted, and the individual thereafter withdraws or is dismissed from the College, or voluntarily changes to accommodations not provided by the College, before the Departure Date, refund policy will apply.

### **TERMINATION OF CONTRACT**

The student must contact the Residential Life Office directly to insure withdrawal forms and withdrawal procedure has been completed.

#### **FIT Residence Hall Refund Policy:**

According to the Residential Life Contract, students will be liable for any financial penalties incurred as a result of terminating your contract.

Students who submit a completed withdrawal form on or before housing payment due date will be refunded 100% minus \$25.00 Res. Ass. fee.

FALL: \$300.00 charge if withdrawal is submitted to Residential Life Office prior to: August 1<sup>st</sup>

SPRING: \$300.00 charge if withdrawal is submitted to Residential Life Office prior to: January 1<sup>st</sup>

Additional charge will apply per schedule listed below.

Withdrawals after the above dates through\*:

\* 1<sup>st</sup> week of classes: Refund 75% (charge 25%) of total room charges

\* 2<sup>nd</sup> week of classes: Refund of 50% (charge of 50%) of total room charges

\* 3<sup>rd</sup> week of classes: Refund of 25% (charge of 75%) of total room charges

\* 4<sup>th</sup> week of classes: No refund

Students accepted after August 1<sup>st</sup> (fall) or January 1<sup>st</sup> (spring) are required to submit payment in full.

Room portion: Refunds reflected above are based on cost for total room charges.

Meal portion: Food service refunds are calculated on a weekly basis (week ending Wednesday 5:00pm). Declining balance dollars are non-refundable.

If the resident is directed by the College to vacate the premises before the Departure Date and relocate to other housing due to a violation of the terms of this Contract, no refund will be made.

- 6.3 **Triple refunds.** If tripled, there will be a partial refund due to each occupant, which will be calculated on a daily basis starting with the date of tripling or the first day of classes, whichever is later, and ending on the date a resident has been contacted to be detripled. This partial refund is based on room charges only. There is no refund for Food Service or other charges. There are no triple refunds during the first two weeks of each semester.

## 7. **DAMAGES.**

- 7.1 Residents are responsible for losses or damage to any property in or part of the residence halls that may result from the resident's negligence or wrongful act, and will have any losses charged to their account.
- 7.2 Any resident found removing residence hall property from rooms lounges, suites, or involved in defacing or vandalizing residence hall property could be subject to immediate dismissal from the Residence Halls and further disciplinary action.
- 7.3 Subject to Section 7.5, where two or more residents occupy the same room or suite, and it cannot be ascertained which resident is responsible for the damage or condition of the room or suite, an assessment will be made against both or all equally.
- 7.4 Subject to Section 7.5, where damages occur in floor community areas, corridors, bathrooms, or other common areas, all residents of said area will be assessed and billed equally. This determination is at the sole discretion of Residential Life staff.
- 7.5 If the College is able to determine the specific residents responsible for any room or common area damages, those specific residents will be billed and other residents will have no liability for such damages. A hold will be placed on all of a student's college records if there are any outstanding damage charges assessed to the student that remain unpaid. On-campus housing will not be available to individuals with unpaid damage charges.
8. **RULES AND REGULATIONS** The rules and regulations set forth below (the "Rules and Regulations") have been promulgated by the order of the Trustees and the administrators of the college to govern the use of the residence hall facilities. This contract identifies some, but not all, of the policies and regulations set forth by the college. Every resident is responsible for complying with FIT's policies and should become familiar with all college publications, the *Resident Handbook*, the *Student Handbook*, and the *Student Rights & Responsibilities Manual*. The personal conduct of every resident must be in compliance at all times with these Rules and Regulations in order to ensure the high standards of the students and faculty of the College as a public institution of higher learning. **Any violation of these Rules and Regulations or other provisions of this Contract will subject the violator to disciplinary action including dismissal from the residence halls, suspension or dismissal from the College or, if appropriate, criminal prosecution, as stated in Section 9. The Rules and Regulations are as follows:**
- 8.1 Solicitation and sales by residents and others is not allowed, unless prior approval has been obtained from the appropriate governing body.
- 1.2 Residents or guests may not enter or exit through the Fire Doors.
- 8.3 Resident found responsible for theft will be subject to disciplinary action including probation, dismissal from the residence halls, suspension or dismissal from the College or, if appropriate, criminal prosecution, as stated in Section 9, Violations of Terms of Residence Hall contract.
- 8.4 The following are prohibited in the residence halls:
- Tapes, tacks, nails, or paste on walls.
  - Firearms, other weapons, firecrackers, explosives, chemicals or any type of items, which constitute a fire hazard.
  - Pets of any kind; (cats, dogs, gerbils, snakes, fish, birds, spiders, etc.).
  - Harassment, physical or verbal confrontations of any kind. Grounds for dismissal
  - I.D. - tampering with or altering or allowing another to use an FIT ID or key/key card to gain access to residence halls. Grounds for Dismissal.
  - Cooking in rooms not designated as suites.
  - Refrigerators/freezers not supplied by the Residential Life Department - possession of.
  - Electrical appliances - possession of - heaters, hot plates, microwave ovens, halogen lamps, electric coffee pots, etc. (With the exception of coffee makers and microwave ovens in suite accommodations).
  - Installation of room dividers or cloth decoration (fire hazard).
  - Candles, incense, or halogen lamps (fire hazard) - possession or use of.
  - Smoking any type of cigarette, cigar, pipe or similar object is strictly prohibited in all residence hall rooms, suites, and public areas (lobbies, stairwells, elevators, hallways, lounges etc.).
  - Fire safety equipment or smoke alarms - tampering with or vandalism.
  - Throwing of any items out of windows. Residents are also held responsible if their guests throw anything out of the window. Grounds for dismissal.
  - Sitting on windowsills or hanging-out of windows.
  - Placing items on the window ledge.
  - Alcoholic beverages and/or paraphernalia, narcotics or illegal drugs - possession, use or distribution of. Grounds for dismissal.
- 8.5 Residents are not allowed to move personal furniture or large musical instruments into the residence halls.
- 8.6 Accessing the roof of any residence hall is prohibited. Residents found violating this policy will be fined.
- 8.7 Residents may not change rooms or move from one room to another without prior permission from the Residential Life Office. Furniture and/or furnishings are not to be moved from room to room or removed from any building. Residents are not permitted to paint rooms. Painting is done at the discretion of the College.
- 8.8 No garbage cans, bottles, bicycles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or placed on the windowsills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors. No fire escapes shall be obstructed in any matter. No occupant shall sweep or throw from the premises any dirt or other substance into any of the corridors, halls, elevators, light shafts, ventilators or elsewhere in or out of the building. Occupants are also responsible for the actions of their guests.
- 8.9 **Residents and their guests must comply with the directions of any college employee/personnel acting in performance of their official duties.** Violators may be subject to disciplinary action including dismissal from the residence halls,

suspension or dismissal from the College or, if appropriate, criminal prosecution, as stated in Section 9. Any individual dismissed from the residence halls may not return as a resident or as a visitor.

9. **VIOLATIONS OF TERMS OF THIS CONTRACT.** Residents who do not abide by the terms of this Contract (including the Rules and Regulations in the Resident Handbook and/or posted current regulations) shall be (a) subject to Judicial procedures or further disciplinary action by the Director of Residential Life and/or Office of Student Success and Enrollment Management. This may include dismissal from the residence halls, or suspension or dismissal from the College, depending on the severity of the violation and other considerations, (b) liable for all losses and damages caused by their failure to so abide and (c) subject to criminal prosecution if necessitated by the nature of the offense. **IF ANY OBJECT OR DEBRIS IS THROWN FROM A RESIDENT'S ROOM, THE RESIDENTS RESIDING IN SAID ROOM SHALL BE HELD ACCOUNTABLE FOR SUCH ACTION UNLESS THE PERSON(S) RESPONSIBLE FOR SUCH ACTION IS SPECIFICALLY IDENTIFIED. ANY RESIDENT FOUND RESPONSIBLE FOR SUCH A VIOLATION SHALL BE SUBJECT TO DISMISSAL, AND IF APPROPRIATE, CRIMINAL PROSECUTION.**
10. **ROOM ASSIGNMENT POLICY**
- 10.1 Room assignments will be made without regard to race, creed, color, national origin or sexual orientation, and in a manner that is fair and equitable to all eligible residents.
- 10.2 Final assignment decisions will be made by the College with due regard for the welfare of the occupants. The College reserves the right to move or change any furniture or furnishings and to reassign any occupant to any other accommodations at any time the College finds it necessary or desirable to do so.
- 10.3 The College reserves the right to increase occupancy of a room at a reduction in the room rate for all residents concerned (refer to Section 6.2). Increased occupancy rooms include an additional bunk bed, chest of drawers, a desk and chair. Residents assigned to these rooms select beds on a first-come, first-served basis. Just as the College reserves the right to increase resident's room occupancy in order to accommodate more residents, it similarly reserves the right to change the occupancy of an increased room to normal occupancy at any time. **ROOMS OR 1/2 SPACES MAY BE RENTED DURING WINTER RECESS PERIODS, ONLY TO RESIDENTS CURRENTLY LIVING IN THE RESIDENCE HALLS.**
- 10.4 **RESIDENTS WHO ARE WITHOUT A ROOMMATE** If, after Move-in week, a resident remains in a room with no roommate assigned to them they may request to remain in that room as a "buy out" given they pay the additional room cost and receive Residential Life Office approval. This applies only if the Residential Life Office has no roommate to assign. If a resident is unwilling or unable to pay the additional charge the Residential Life Office will reassign that resident a double occupancy space and offer that single space to a resident waiting for a single space.
11. **RESIDENTS UNDER 18 YEARS OF AGE.** If the applicant is under 18 years of age, the parent or guardian must agree to the application for housing and this contract.
12. **OCCUPANCY.** This contract provides for occupancy by the applicant exclusively. Others may not use rooms without prior written consent of the Director of Residential Life. **ANY UNAUTHORIZED PERSONS SHALL BE BANNED FROM ALL THE RESIDENCE HALLS, AND THE RESIDENTS RESPONSIBLE SUBJECT TO DISMISSAL.**
13. **INSPECTION AND ENTRY.** The College unconditionally reserves the right to inspect rooms and all parts of the residential buildings at times convenient to the residential life staff and College staff for inspection, repairs, redecoration, or remodeling and to effect other steps necessary and advisable for safety, security and conduct of its Residence Program. The Residential Life Office shall retain a passkey to all rooms and suites. No occupant shall alter any lock or install a new lock on any door of the College premises. Residential Life staff may enter any room or suite at any time if it is reasonably believed there exists a threat to the health, safety or security of any student, or that a violation of the terms of this contract exists.
14. **VISITATION PROCEDURES AND RULES.** All residents can find a copy of the current regulations regarding visitation on the Residential Life website, located at <http://www.fitnyc.edu/3246.asp>. Residents are expected to know and abide by current regulations, or visitation privileges will be suspended. Visitation Abuse Policies and Restrictions are explained in the Resident Handbook.

Public areas such as corridors and lounges are strictly prohibited as sleeping facilities.

**THERE WILL BE NO OVERNIGHT VISITATION DURING FALL OR SPRING OPENING WEEKS, FINAL EXAM PERIODS OR CLOSING PERIODS.** Signs will be posted. Residents are advised to check with the Residential Life Office before making arrangements with guests to be sure that Overnight Visitation is available to them. It is the responsibility of each resident to check before inviting an overnight guest. If there is a problem, the resident is to check with the Residential Life Office during business hours. Overnight visitation is not permitted for guests under the age of 5 years.

Residents must show their College identification (Valid FIT Resident I.D.) to gain access into the building, or to sign in guests. **ALL GUESTS MUST HAVE PROPER I.D. TO BE SIGNED INTO ANY RESIDENCE HALL. NO EXCEPTIONS ARE MADE TO ADMIT ANYONE WITHOUT PROPER I.D.** Acceptable I.D.'s: A current school I.D., Driver's License, current Employment I.D. Card. **Guests under 18 years of age, having none of the above, may submit a copy of their birth certificate.**

- 14.1 **Day Visitation.** Guests must report to the security desk. The resident will go to the security desk in their residence hall and ask the guard for their day visitation card. The guard must confirm identity via the resident's FIT ID and the guest's FIT-approved photo ID. The guest must be signed in and out upon entering and leaving the building. It is the responsibility of the resident to sign his/her guests in and out. The guest will be issued a guest pass, which must be in his/her possession while in the residence hall.
- 14.2 **Overnight Visitation.** Residents must use the online form (<http://www3.fitnyc.edu/residentallife/guestpass.htm>) to register their overnight guests. Guests may be registered up until 4 P.M. on the day of their arrival (Monday through Sunday). Upon guest's arrival, resident and guest will report to security desk in their residence hall and present their photo IDs. An overnight guest pass will be issued for the resident to pick-up from the Security desk.

Residents must be with their guest at all times. Guests are subject to the same regulations as their hosts. A guest found alone anywhere in the residence halls will be asked to leave and may not be permitted to return. A resident who signed in a guest found alone in the building will be subject to disciplinary action. If a guest is not signed out properly, he/she will be listed as an unregistered overnight guest (other sanctions may apply).

DAY VISITATION HOURS: 8:00 a.m. to 12:00 a.m. OVERNIGHT VISITATION HOURS: 12:00 a.m. to 8:00 a.m.

As stated above, signs will be posted when there is no overnight visitation or any changes in visitation.

**There is no overnight visitation unless roommate(s) are in agreement.** If residents of a room are in agreement, each resident is allowed eight overnight guests per month, not exceeding two consecutive nights, provided that all have met orientation requirements. Residents having day guests are not to infringe on the rights of a roommate. It is considered excessive to have more than three guests in a room at one time. It is inconsiderate for a roommate to have a constant daily guest for several hours. Extended visitation is having a visitor stay in the residence halls for more than two consecutive nights. The maximum length of stay for an extended guest is 5 days. EXTENDED VISITATION WILL ONLY BE GRANTED ONCE IN ANY 30 DAY PERIOD AND ONLY IF THE RESIDENT HAS NOT HAD OVERNIGHTS WITHIN THE PRECEDING SEVEN DAYS. THERE IS NO EXTENDED VISITATION DURING SUMMER/WINTER RECESS.

15. **BATHROOM FACILITIES.** The use of shower, bath, and toilet facilities are restricted to members of the same gender. It will be the responsibility of all residents of Nagler Hall and residents of the single gender floors in the CoEd Hall, when a male guest is using the bathroom facilities, to remain OUTSIDE the bathroom until the male guest leaves the bathroom. VIOLATION OF THESE RULES COULD RESULT IN DISMISSAL FROM THE RESIDENCE HALLS. ONLY ONE PERSON IS ALLOWED IN A SHOWER/BATHTUB AT A TIME.
16. **NOISE.** Quiet Hours begin at 10:00 p.m. and end at 9:00 a.m. every day. No occupant shall make or allow any guest of theirs to make any disturbing noises in the building, nor act or permit any guest of theirs to act in a way that may interfere with the rights, comfort or convenience of other occupants. No occupant shall play any musical instrument or operate a stereo, TV or radio so that other residents can hear it. Equipment will be disconnected and confiscated at the discretion of the Residential Life Office, or returned home if noise regulations are not honored.
17. **ORIENTATION.** FIT Residence Hall Orientation is mandatory for all residents (including transfer and one year residents). Residents will NOT have overnight visitation privileges until all orientation requirements are completed.
18. **NO LIABILITY.** The College, their staff and officials are not insurers against any loss or damage by reason of any personal injury or by theft, burglary, loss of fire, or any other cause, and none of them shall be liable for any such loss or damage sustained by the occupant or by any guest of the occupant.
19. **INSURANCE.**
  - 19.1 **Medical Insurance.** IT IS MANDATORY THAT ALL RESIDENTS HAVE MEDICAL INSURANCE. Residents not covered by a parent's or guardian's medical policy must purchase comprehensive medical coverage available through the college. All foreign residents must take out the medical insurance offered by the college.
  - 19.2 **Theft/damage insurance.** Each occupant may independently procure added insurance for his/her protection, including any insurance he/she may desire against any loss or damage by reason of theft, fire, or any other cause.
20. **LAUNDRY.** The College will provide pay-per-load equipment for laundering of personal items.
21. **BINDING CONTRACT.** The College agrees to provide the accommodation and services set forth above and this Contract becomes binding on the individual (and his/her parent if a minor) and the College.
22. **MEDICAL PERMISSION.** By accepting residency, I give permission to receive such medical attention as and when required and if necessary to be admitted to a hospital by the Resident Counselor or other responsible personnel authorized by the College (including medical personnel of the College Health Service). They are hereby authorized to take whatever action is necessary to insure the safety of the resident. Furthermore, the guardian and/or resident gives permission to the medical office to release such pertinent medical information in its possession that may effect the ability of the personnel authorized by the College to insure the safety, well being and functioning of the resident in the Residence Halls.
23. **TRIPLE ROOMS.** I understand that I may be placed in a traditional style triple room (refer to section 6.2) in either Nagler Hall or CoEd Hall. I further agree to move to the space available when notified to be detripled. This assignment could be either Nagler Hall or Coed Hall when detripled. Residents who choose to remain tripled when offered a space in a double room, will forfeit any additional detriple refunds from the date the resident was offered a double space.