

RESIDENCE CONTRACT FOR FASHION INSTITUTE OF TECHNOLOGY

This is a legal agreement between the undersigned resident (“Resident”) and the Fashion Institute of Technology (“FIT”), a program of the State University of New York. In exchange for making campus housing at FIT available for Resident use and the associated fees articulated herein, Resident agrees to the terms and conditions of this Residence Contract (this “Contract”). Signing and submitting the electronic Housing Application, of which this Contract is a part, constitutes agreement to the terms of this Contract.

1. **TERMS AND CONDITIONS** Residents are obligated to abide by the terms and conditions of this Contract, which includes assuming financial responsibility for the entire term of the agreement as defined below. Failure to pick up a room key or occupy the assigned space does not release a resident from this agreement or its financial responsibilities. Residents who do not check in to their assigned space by 5 p.m. on the first day of class may forfeit their specific room reservation.

This Agreement is non-transferable. Residents are not permitted to sub-license unit/suite/rooms or otherwise transfer their rights pursuant to this Contract.

2. **TERM** This Contract is binding for the full Academic Year (fall *and* spring semesters) for Residents accepted to the residence halls for the full academic year. **HOUSING DATES FOR THE PURPOSES OF THIS CONTRACT BEGIN ON THE FIRST POSTED CHECK-IN DAY AND END ON THE LAST DAY OF CLASSES** as outlined by the College's Academic Calendar (dates subject to change). The dates of occupancy do not include the recess periods, as indicated in FIT's current Undergraduate Catalog. Because access to housing is restricted during the recess periods, Residents returning for the Spring Semester may temporarily store possessions in their designated “spring room” during the recess period. Housing is available for winter and/or summer semester(s) at an additional charge.

3. **HOUSING RATES.** Rates are posted by April prior to the upcoming academic year and can be found on the FIT Residential Life Office website and in printed materials. Charges will be posted to the Resident's account. All rates are per person. All charges must be paid by the indicated deadlines. All rates are subject to change. Rates for winter or summer housing are posted separately.

All applicants for housing are required to submit a \$500 nonrefundable deposit at the time of the application. The deposit will be applied to the applicant's account once the applicant is accepted into housing. The deposit is nontransferable. The \$500 deposit will be returned to the applicant if the applicant is not accepted into housing. If the applicant is accepted into housing and becomes a Resident, but later withdraws from the college or from housing, the \$500 deposit will not be returned.

4. **MEALS.** New/Entering residents are required to maintain a meal plan. Current/Returning residents are required to maintain a declining balance allocation. Specific meal plan offerings and requirements are set each year. Please refer to the Residential Life and FIT Dining Services websites for more information about meal plan costs and terms.

Rates for meal plans are charged per semester and are in effect for the term of this contract. Meal plans are not transferable and remaining meal plan balances cannot be used toward payment for housing or other charges. Meal blocks do not carry over to the next semester. Unused Declining Balance dollars are carried over from the fall semester to the spring semester, but cannot be carried over to the next academic year.

Meal service begins with dinner on the first day of check in. No meals will be served during recess periods (Winter Recess, Spring Recess, and Summer Recess). Meal service hours are posted on the dining services website. Charges for meals may be subject to change.

5. **EARLY ARRIVAL/ LATE STAYS/ RECESS HOUSING**

- 5.1 **EARLY ARRIVAL/LATE STAY.** All terms and conditions of this Contract apply during early arrival/recess periods. Prior approval from Residential Life is necessary to remain or arrive during these periods. This policy is applicable to all residents. Most Resident Life offices and services will be closed during breaks and limited services and staffing will be available during this time.

- 5.2 **RECESS HOUSING.** All on-campus housing units will be closed during recess periods. Residents who wish to stay on campus during these times must submit an online request to stay in their rooms during break periods. Additional room charges may be accrued by residents who are approved to remain in housing recess periods or who are approved to arrive before or stay beyond the occupancy dates. If permission is granted, Resident must pay upon submission of application.

- 5.3 During Winter and Spring Recess, residents returning for the Spring Semester may temporarily store possessions in their designated “spring room” **AT THEIR OWN RISK**. FIT shall not be liable or otherwise responsible for items that are stolen or damaged. Resident must vacate at the assigned spring closing dates/times.

- 5.4 Resident may apply for Winter/Summer housing. If permission is granted, Resident must pay upon submission of application. All other items of the Contract and FIT's Resident Handbook shall apply during any such additional housing periods. Winter and summer housing rates are posted separately. The residence halls close for Holiday Recess the last day of fall classes until the first day of winter classes. In addition, the residence halls close at the end of the summer program (see summer housing calendar) until the beginning of the fall semester. No personal possessions can be left in the residence halls during these periods. Resident will NOT have access to the residence halls during Holiday Recess or residence hall closings.

6. **MAINTENANCE OF RESIDENCE HALL ROOMS/SUITES.** All rooms are furnished. **RESIDENT SHALL NOT BRING FURNITURE TO THE CAMPUS RESIDENCE.** Resident shall maintain their room in a neat and undamaged condition and are to clean, dust and vacuum regularly. Garbage is to be disposed of daily in designated areas.

If Resident resides in an apartment space, Resident shall clean bathroom, kitchen, stove and refrigerator regularly. If Resident in an apartment space fails to maintain clean cooking facilities, FIT, at its sole discretion, will require Resident to move to a traditional residence hall style room. Additionally, if Resident does not maintain their room in a manner consistent with this Contract, they may be subject to disciplinary action.

No alterations, painting or construction may be done in the living space. Resident may not contract with or permit any outside provider to perform any cleaning, maintenance, alteration, or repairs to FIT's facilities. Bunk units in rooms must be assembled or disassembled by maintenance personnel authorized by FIT.

7. DEPARTURE.

- 7.1 Departure Date. Resident must vacate and surrender their room/apartment 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 residence hall closing time, whichever is earlier. If you are a graduating resident, your room/apartment must be vacated no later than 4:00 p.m. on Commencement Day.
- 7.2 Check-Out Procedure. Resident must complete official checkout procedures with their Resident Assistant and/or the Residential Life office. Failure to comply may result in improper check out charges. Charges for damages to any public areas or furnishings in the campus residence may be assessed in FIT's sole discretion against the Resident at the end of each semester, and will be charged to the Resident's account. Winter and summer housing check-out procedures will be posted separately.
- 7.3 Withdrawal/Dismissal. A Resident who withdraws, is dismissed from FIT's residence halls, or changes from a degree granting to a non-degree program, must vacate their room and surrender their key and I.D. within 24 hours of withdrawal or as noted in the terms of their dismissal. The Resident will be billed for his/her room per the refund policy (see REFUNDS/CHARGES/TERMINATION OF CONTRACT). A Resident who fails to maintain credit/eligibility criteria are expected to vacate and return their key and I.D. immediately. **If Resident is dismissed from the residence halls, Resident may not return as a resident or as a visitor.** Winter and summer withdrawals/dismissal information will be posted separately.
- 7.4 Termination of Occupancy. FIT may terminate or suspend the occupancy of any Resident, with or without notice, whenever it reasonably determines that the behavior of said individual poses a threat to the health and safety of the FIT community. Within the Resident Handbook and Students Rights and Responsibilities, FIT outlines the Code of Student Conduct defining standards by which all members of the FIT community must abide.
- 7.5 Abandoned Property. FIT will discard any items remaining in rooms or apartments beyond the check-out dates. FIT will assume no responsibility for these possessions, and the costs associated with removal of these items will be charged to Resident. Residential Life will discard Resident belongings if circumstances necessitate a Resident to leave campus housing (e.g. health or public health emergency, etc.), and the student cannot remove their belongings by a stated deadline.

8. REFUNDS/ CHARGES/ TERMINATION OF CONTRACT.

- 8.1 The following refund policy applies even if the Resident does not move into the residence halls. However, if the Resident's application for residence accommodation is not accepted, payment will be refunded in full.
- 8.2 A Resident who officially withdraws or has been dismissed from FIT for either academic or disciplinary reasons is not released from the obligations of this Contract and is held responsible for the room charges unless otherwise agreed.
- 8.3 Termination of Residence Contract. The Residence Contract is binding for the full academic year. Resident who withdraws will be responsible for a minimum charge of \$500.00*, and should consult the refund schedule for financial penalties incurred as a result of terminating the Contract. There will be no refunds, however, for monies paid/owed to FIT for Winter/Summer housing.
- 8.4 Withdrawal from FIT. Resident must contact the Residential Life Office directly by submitting a withdrawal form to ensure that the withdrawal procedure has been completed.

Withdrawals prior to August 1st for the fall semester, or January 1st for the spring semester, are subject to a minimum charge of \$500.00* (nonrefundable deposit)
For withdrawal charges/refunds after August 1st (fall)/January 1st (spring) see refund schedule below:

***REFUND SCHEDULE: from August 1ST (fall) or January 1ST (spring)**

until: *1st day of the 1st week of classes: Refund of 75% (charge 25%) of total room charges
*1st day of the 2nd week of classes: Refund of 50% (charge of 50%) of total room charges
*1st day of the 3rd week of classes: Refund of 25% (charge of 75%) of total room charges
*1st day of the 4th week of classes: No refund

Students accepted after August 1st (fall) or January 1st (spring) are required to submit payment in full and are subject to the charges reflected above.

All refunds will be credited to Resident's account through the Bursar's office.

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

Meal portion: Refunds for meal plans are processed according to the refund schedule above. Refunds will not be issued for meals or declining balance dollars that have already been used.

- 8.5 Early Release. If a Resident vacates a suite/room without the consent of Residential Life, prior to the end of the stated Term of this Contract for any reason, the Resident shall remain responsible for the costs of the entire stated Term of the Contract. Failure to occupy a space after signing this Contract does not relieve the Resident of the responsibility to fulfill the terms and financial obligations of the license.

With the consent of Residential Life, this Contract may be terminated at the end of the fall semester due to graduation, study abroad, academic dismissal, transfer of schools, withdrawal or military service. Requests for early release from the Contract for reasons other than those mentioned above are granted only under rare and extenuating/unforeseen circumstances through the withdrawal process available on the Residential Life website.

9. DAMAGES.

- 9.1 Resident is 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 costs of damage and/or losses charged to their account.
- 9.2 Any Resident found removing residence hall property from room 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.
- 9.3 Subject to Section 7.5, where two or more Residents occupy the same room or apartment, and it cannot be ascertained which resident is responsible for the damage or condition, an assessment will be made against both or all equally.
- 9.4 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 if the person(s) responsible for the damage cannot be determined.
- 9.5 If FIT 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 the Resident's college records if there are any outstanding damage charges assessed to the Resident that remain unpaid. Campus housing will not be available to a Resident with unpaid damage charges and further action may be taken.
- 9.6 Damages will be assessed in FIT's sole discretion.

10. 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 FIT to govern the use of the residence hall facilities. This Contract identifies some, but not all, of the policies and regulations set forth by FIT. Resident is responsible for complying with all of FIT's policies and should become familiar with FIT's publications, including but not limited to: the *Resident Handbook*, the *Student Handbook*, and the *Student Rights & Responsibilities Manual*. Within these manuals, FIT outlines the Code of Student Conduct defining standards by which all members of the FIT community (including Resident) must abide. The residence hall calendar, rates and other information are available on the Residential Life webpage at <http://www.fitnyc.edu/housing>.

If a Resident violates any of FIT's policies or the terms of this Contract, Resident may be subject to disciplinary action including dismissal from the residence halls, suspension or dismissal from FIT. If appropriate, Resident may be subject to criminal prosecution, as stated in Section 9.

- 10.1 The following are prohibited in the residence halls:
- Tape, 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.).
 - Refrigerators/freezers not supplied by the Residential Life Department
 - Possession of electrical appliances heaters, hot plates, microwave ovens, halogen lamps, electric coffee pots, etc. (With the exception of coffee makers and microwave ovens in apartment style residences).
 - Installation of room dividers or cloth decoration (fire hazard).
 - Possession or use of candles, incense, or halogen lamps (fire hazard).
 - Smoking any type of cigarette, cigar, pipe, e-cigarette or similar object is strictly prohibited in all residence hall rooms, apartments, and public areas (lobbies, stairwells, elevators, hallways, lounges etc.).
 - Tampering with or vandalizing fire safety equipment or smoke alarms.
 - Throwing of any items out of windows. Resident will be held responsible if their guests throw anything out of the window. Such action is grounds for dismissal.
 - Sitting on windowsills or hanging-out of windows.
 - Placing items on the window ledge.
 - Possession, use or distribution of alcoholic beverages and/or paraphernalia, narcotics or illegal drugs. . Such action is grounds for dismissal.
- 10.2 Public areas such as corridors and lounges may not be used as sleeping facilities.
- 10.3 Accessing the roof of any residence hall is prohibited.
- 10.4 Resident 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.
- 10.5 Guests must adhere to all FIT policies and must be signed in and out of FIT Residence Halls according to the policy set forth. Residents are responsible for the actions of their guests and may face disciplinary action for actions of their guests that violate any FIT policies or procedures.
- 10.6 Residents and their guests must comply with the directions of FIT employees/personnel and failure to do so may subject Residents to disciplinary action including dismissal from the residence halls, suspension, dismissal from FIT 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.**
- 10.7 Residents and their guests must vacate their room/suite and the facility during a fire alarm. Evacuation is the Resident's responsibility. Residents should not wait for staff to instruct them to leave. Failure to evacuate during fire alarms, drills, or other evacuation directives may result in disciplinary action.

11. VIOLATIONS OF TERMS OF THIS CONTRACT AND FIT POLICY. 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) or all of FIT's policies, shall be (a) subject to student conduct procedures or further disciplinary action by the Director of Residential Life and/or Office of Student Success and Enrollment Management. This may include (a) dismissal from the residence halls, or suspension or dismissal from FIT, depending on the severity of the violation and other considerations, (b) liability for all losses and damages caused by their failure to so

abide, and (c) being subject to criminal prosecution if necessitated by the nature of the offense.

12. ROOM ASSIGNMENT POLICY.

- 12.1 Room assignments will be made in a manner that is fair and equitable to all eligible residents.
- 12.2 Final assignment decisions will be made by FIT with due regard for the welfare of the occupants. FIT reserves the right to move or change any furniture or furnishings and to reassign any occupant to any other housing at any time FIT finds it necessary or desirable to do so.
- 12.3 FIT reserves the right to increase occupancy of a room at a reduction in the room rate for all residents concerned. 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 FIT 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.
- 12.4 If, after Move-in week, Resident remains in a room with no assigned roommate, Resident may request to remain in that room as a "buy out," meaning that Resident may remain in the room without a roommate upon payment of an additional charge. Residential Life Office must approve Resident "buy out." 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 may reassign that Resident a double occupancy space

13. RESIDENTS UNDER 18 YEARS OF AGE. If Resident is under 18 years of age, the parent or guardian must sign additional documentation provided by FIT with reference to minors residing in college facilities.

14. OCCUPANCY. This contract provides for Resident's exclusive occupancy of assigned on-campus housing. Resident shall only use the room for dormitory purposes and non-Residents may not use rooms for any reason without prior written consent of the Director of Residential Life. Unauthorized persons shall be banned from the residence halls. If a resident is responsible for such unauthorized person's use the resident will be subject to dismissal.

15. INSPECTION AND ENTRY. FIT unconditionally reserves the right to inspect rooms and all parts of the residential buildings for regular inspection, repairs, redecoration, or remodeling and to affect other steps necessary and advisable for the operation of and the safety and security of its Residence Program. The Residential Life Office shall retain a passkey to all rooms and suites. Resident shall not alter any lock or install a new lock on any doors. FIT staff will coordinate with students, to the extent possible, to find a mutually convenient time for staff entry into student living space. However, FIT 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 exist.

16. VISITATION PROCEDURES AND RULES. Resident can find a copy of the current regulations regarding FIT's Visitation Policy on the Residential Life website and in the Resident Handbook. Resident is expected to know and abide by current regulations. Resident will be subject to disciplinary action if Resident violates FIT's Visitation Policy. Guests are subject to the same regulations as Residents.

THERE WILL BE NO OVERNIGHT VISITATION DURING FALL OR SPRING OPENING WEEKS, FINAL EXAM PERIODS OR CLOSING PERIODS.

FIT reserves the right to limit overnight visitation when applicable. Resident must check with the Residential Life Office before making arrangements with guests to ensure that overnight visitation is permitted. Overnight visitation is not permitted for guests under the age of 16 years.

Resident must show their FIT identification (Valid FIT Resident I.D.) to gain access into the building, and 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 include current school I.D., driver's license, current employment I.D. card, or birth certificate.

17. COMMUNAL BATHROOM FACILITIES. The use of communal shower, bath, and toilet facilities are restricted to members of the same gender (or gender identity). When a guest of another gender is using the communal bathroom facilities, Residents of Nagler Hall and Residents of the single gender floors in the Coed Hall, should remain OUTSIDE the bathroom until said guest leaves the bathroom. Intentional abuse or violation of these rules could result in dismissal from the residence halls. Only one person is allowed in a shower/bath tub at a time.

18. NOISE. Quiet Hours begin at 10:00 p.m. and end at 9:00 a.m. every day. No Resident 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 Resident or guest shall play any musical instrument or operate a stereo, TV or radio so that is audible to other residents. Equipment could be confiscated at the discretion of the Residential Life Office, or the resident will be required to remove the equipment.

19. ORIENTATION. FIT Residence Hall Orientation is mandatory for Resident. Resident will NOT have overnight visitation privileges until all orientation requirements are completed.

20. KEYS/ACCESS CARDS. Room keys, mailbox access codes, and ID cards cannot be transferred, duplicated, or altered. Residents transferring, duplicating, or altering a key/card will be charged applicable replacement or repair costs and may be subject to disciplinary action

21. MAIL AND PACKAGE DELIVERY. FIT will accept mail and shipped items to Residents by approved carriers. FIT does not accept liability for damage or loss of any such article. Residents should not have cash or items of significant value sent to their campus address.

22. UTILITIES. FIT shall provide all utilities including but not limited to sanitary sewer, hot and cold water, and light, heat, gas, electricity, basic TV service, data network connection, and air conditioning (where applicable).

23. INSURANCE. FIT does not assume any obligation or liability for loss or damage to Resident's personal property, which may occur in its buildings or on its grounds, prior to, during, or subsequent to the terms of the Contract, regardless of the cause. This includes but is not limited to damage, loss, fire, water damage, theft, or flooding. Residents are strongly encouraged to purchase added theft/damage insurance for their protection.
24. LAUNDRY. FIT will provide pay-per-load laundry facilities for personal items.
25. ASSIGNMENT & SUBLET. Resident shall not assign or sublet any part or all of residence. Subletting includes short-term or temporary rental arrangements including but not limited to, those offered through peer-to-peer accommodation services. Resident will be subject to disciplinary action if FIT's Assignment & Sublet policy is violated.
26. MEDICAL PERMISSION. Resident agrees that FIT and its authorized agents and employees, including the Residential Life staff and FIT Health Services, may provide or secure emergency medical care to/for Resident in the event of illness or injury. Emergency medical care may include hospitalization, anesthesia, surgery, and/or other treatment. Resident agrees that FIT is not liable for any costs or expenses associated with any emergency medical care provided and further acknowledges that in the event of a health or safety emergency, FIT may release information about Resident to other persons or entities who may need this information to protect the health or safety of Resident or others. Any such disclosures shall be made consistent with the Family Educational Rights and Privacy Act ("FERPA").
27. COMPLIANCE WITH ALL FIT'S POLICIES. FIT maintains policies, rules, and regulations, many of which are generally applicable. FIT's policies are available online through the College Policy Library, <http://www.fitnyc.edu/policies>. All Residents must comply with all applicable FIT policies, rules, and regulations at all times. Residents found in violation of any FIT policy will be subject to disciplinary action, including dismissal from the residence halls and/or suspension or dismissal from FIT.
28. HOLD HARMLESS. By signing this Contract, Resident agrees to release FIT, its agents, directors, trustees, and employees from any and all damages, liability, claims, expenses or loss (collectively, "Claims") resulting from or arising out of Resident's use of space within FIT housing, including those related to the potential exposure to like COVID-19, and to indemnify and hold harmless FIT, its agents, directors, trustees, and employees from any claims resulting from or arising out of Resident's breach of the terms and conditions of his Contract. Resident understands that, by residing on campus, Resident assumes the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19.
29. EMERGENCY TERMINATION. If FIT is unable to perform its obligations hereunder, or if such performance is hampered, interrupted or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree related to local or national emergency, or any other cause or event beyond the College's control, then FIT shall be excused from performance of this Contract and will not have any liability in connection herewith.
30. BINDING CONTRACT. This Contract becomes effective upon Resident's timely submission of the Housing Application and FIT's acceptance of the Resident into housing. FIT has limited housing space, therefore it cannot guarantee housing to all applicants. It is therefore important that all applicants submit their application in a timely manner. If FIT cannot offer an applicant housing the applicant's \$500 deposit will be returned.
31. ADDENDA: The Fall 2021 Housing Contract Addendum is a part of and incorporated into this Contract. Residents are responsible for reading and reviewing the Fall 2021 Housing Contract Addendum which contains terms and conditions specific to Residents residing in student housing during the COVID-19 pandemic.

FIT Residential Life
Residence Contract Addendum

Due to the ongoing circumstances associated with the COVID-19 pandemic and to support the operation of the residence halls, FIT has instituted the following additional expectations, policies and procedures pertaining to living on campus. Residents are required to comply with these as a condition of remaining in on-campus housing at FIT for the 2021-2022 academic year. FIT reserves the right to make changes to these policies as necessary throughout the year. As such, Residents are expected to check their FIT email account daily for communication from Residential Life and the College as it pertains to campus operations. Residents will be expected to respond to general communications from Residential Life within 48 hours if information or action is required.

In addition to the [Residence Contract](#), the policies and expectations outlined in the [Resident Handbook](#), and the [FIT Code of Conduct](#), the following additional standards shall be in place:

I. Rates, Fees, and Refunds

- a. Room and meal plan rates for the fall semester are posted on the FIT Residential Life website
- b. In the event that the College requires registered Residents to vacate housing due to COVID-19 related health and safety concerns prior to the end of the housing period, Residents will receive a partial credit of the room rate, to be applied to the Resident's billing statement for the spring semester, provided they fully vacate their residence hall room and remove all belongings. Residents who are graduating and not returning to FIT will be eligible for a partial refund.
- c. Residents who are approved to remain on campus despite the closure of residential housing because of an extenuating circumstance will be responsible for the room fees for the duration of their stay.
- d. Residents may be required to purchase an increased meal plan or declining balance plan if deemed necessary by the College above the requirements set forth in the Residence Contract.

II. Move In and Room Occupancy

- a. Residents must comply with move-in schedules and procedures established to provide minimal contact with others and ensure social distancing.
- b. Residents may be required to complete COVID-19 testing prior to or at the time of arrival and must comply with these testing requirements.
- c. Upon arrival to campus, Residents may be required to self-quarantine prior to attending any in-person activities and must make adequate preparation to stay within their residence hall room for the entire duration of the quarantine period. Additionally, Residents are prohibited from having contact with other individuals during their quarantine.
- d. Residents must comply with room/building de-densification as follows:
 - i. Some rooms will have designations for reduced occupancy. Residents may not store or spread out their belongings or occupy or use any vacant spaces or furniture in their assigned room/suite that is not designated for their use.
 - ii. Additional de-densification efforts will be implemented as needed, including, but not limited to, relocation/reassignment to alternative housing should health conditions change. The College reserves the right, in an emergency or other exigent circumstances, to remove/relocate Resident belongings as necessary and assumes no liability for loss or damages to personal property.
 - iii. Room changes will not be possible except for emergency situations.

III. Health Monitoring and Testing

- a. Residents may be required to observe all **daily** self-assessment and reporting of symptoms and diagnostic testing requirements, as required by FIT in coordination with the NYC Department of Health.
- b. If a Resident tests positively for COVID-19, regardless of whether or not they are symptomatic, they must **immediately** notify FIT Health Services and Residential Life.
- c. Residents must participate in routine testing and contact tracing as designated by FIT.
- d. Residents must adhere to related quarantine procedures, including quarantining for up to 14 days in a designated on campus location when directed to by College officials.
- e. Residents must submit full immunization records to FIT Health Services prior to arriving on campus. Residents not in compliance will not be permitted to move in.
- f. Failure to abide by these critical safety measures may result in loss of campus housing and may subject Residents to other disciplinary action in accordance with FIT policy.

IV. Face Coverings and Personal Hygiene

- a. Face coverings will be required at all times throughout the residence hall and on campus when not in a Resident's own room. Residents must wear a face covering or mask when Residents leave their room, suite, or apartment. This includes walking to the restroom.
- b. Face coverings must cover the mouth and nose.
- c. Residents must abide by frequent hand washing and maintain hygienic personal spaces.
 - i. Wash hands regularly for a minimum of 20 seconds.
 - ii. Residents will be responsible for the regular cleaning and sanitizing of their residential suite/apartment, including disinfecting surfaces that are regularly touched (desks, electronic devices, countertops, doorknobs) that Residents may have touched.
 - iii. Utilize hand sanitizing stations (or carry personal hand sanitizer) frequently when away from the dorm room and travelling about the campus.

V. Social Distancing

- a. Social distancing is a practice established to help mitigate the spread of COVID19 (<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>).
- b. In accordance with CDC Guidelines, Maintaining 6 feet of distance from others must be maintained both within the residence hall and any location on campus whenever possible.
- c. If there is a College directive to remain in the residence hall room/suite for an extended period of time, Residents must comply.
- d. On elevators, Residents must abide by reduced occupancy, as posted.
- e. Lobbies are not to be used as gathering spaces and social distancing must be maintained when scanning in or waiting for an elevator.
- f. In stairwells, Residents must abide by marked up or down use signage, except in case of emergency when all stairwells

- g. become emergency exit paths. Stairwells should be used instead of elevators when possible, especially on lower floors.
- g. Use of communal bathrooms will be reconfigured to reduce density. Residents must abide by posted restrictions.
- h. Lounge spaces and work rooms: Residents must abide by posted occupancy and social distancing requirements when using the work rooms and lounges.
- i. Laundry rooms: Residents must abide by posted occupancy social distancing requirements.

VI. Events, Visitation and Guests

- a. All guest privileges are suspended until further notice. Residents will only have access to their assigned residence hall.
- b. Any guests found in the residence halls will be asked to leave and may be banned from the FIT campus; in addition, the Resident sponsoring the guest may be subject to discipline.
- c. Residents are permitted to have only up to 2 additional Residents visit their room at a time. Residents must still practice social distancing and wear a face covering in such instances.
- d. In-person gatherings and events are subject to both state and campus restrictions, which may change as conditions of the pandemic change. Social distancing and mask guidelines remain in effect until further notice. Outside of official class sessions and authorized gatherings among residents of the same residence hall floors, additional campus restrictions for gatherings or events may apply. For current guidelines, contact Residence Life.

VII. Limits to Travel Off Campus

- a. Residents are discouraged from planning or taking trips to other locations for the duration of the semester, including but not limited to trips home for the weekend.
- b. In order to protect our campus community, Residents are strongly discouraged from traveling to any area experiencing a COVID outbreak.
- c. Residents may be required, in accordance with State law, to provide personal travel information to FIT prior to, or subsequent from, out-of-state or international travel. Please see <https://coronavirus.health.ny.gov/covid-19-travel-advisor> for further and updated information.

VIII. Shelter in Place/Quarantine

- a. Residents arriving to campus may be required to move in early and quarantine for a period of up to 14 days, depending on their place of origin and current regulations.
- b. If a Resident becomes ill/tests positive for COVID 19, they must comply with a transfer to a quarantine space on campus if necessary or may be required to relinquish campus housing and return to their primary off-campus residence until such time as it is determined they are no longer infectious.
- c. All Residents who are identified by contact tracing must comply with self-isolation in place for up to 14 days where required.
- d. All Residents must agree, and be prepared for at all times, full campus shelter-in-place restrictions when and if it is determined that the prevalence of confirmed cases reach a certain level or it should otherwise be required by State or campus authorities.
- e. Residents will be responsible for additional costs of meal services during shelter in place or quarantine.

IX. Emergency Relocation Plan

- a. It is understood that the residence halls may close on short notice either at the direction of state and local officials or by decision of the College.
- b. All Residents are required to have an emergency relocation plan including method of travel, location, and removal of all belongings should the residence halls close at any point.
- c. If the campus is instructed to move to remote learning due to a COVID-19 outbreak or otherwise, Residents will be required to move off campus as soon as possible and within no more than 48 hours, including the removal of all of Residents belongings. For this reason, Residents are encouraged to bring as few items with them as possible.

These have been designed to be in compliance with current state and local guidelines and are subject to change as conditions may change and guidance may evolve. They are designed to provide the safest living environment possible and are reliant on each member of the residence hall community to uphold them, not only for their safety but the safety of others. Campus officials have the right to enforce the Residence Contract and this Addendum at any point to reduce the potential spread of COVID-19 on campus.

Failure to comply will result in disciplinary action as well as progressive sanctions including suspension or expulsion and/or removal from on-campus housing (and permanent denial of campus residency). Please be advised that Residential Life reserves the right to modify this document at any time. Updates will be communicated to all on-campus Residents by email.

By agreeing to this Addendum to the 2021-2022 Residence Contract, I am agreeing to practice social distancing and to comply with all policies above while on campus.

I understand that while the health and safety of the FIT community is of paramount importance, by signing the Residence Contract of which this Addendum is an incorporated part, Resident understands that residing in campus housing carries a risk of exposure to, contracting, and thereafter experiencing complications of COVID-19, and Resident knowingly and willingly assumes those risks.

To the extent there may be any conflict between this Addendum and the Residence Contract, the terms of this Addendum shall govern. Resident's electronic signature indicates that Resident has read the Addendum fully and agrees to abide by the terms set forth herein.