

RESIDENCE HALL LICENSE AGREEMENT
Baruch College (CUNY) - Office of Residence Life
Occupancy Period: Fall 2022– Spring 2023 (Entire Academic Year)

This is a legal License Agreement (“License Agreement”) between the undersigned student (“Student” or “Resident”) and (if required) his/her/their parent, guardian, or guarantor, and Baruch College of the City University of New York (“Baruch”), on behalf of its Office of Residence Life (“Office of Residence Life”). In consideration for use of a Baruch room or apartment at 569 Lexington Avenue, New York, NY (the “Residence Hall”), Student agrees to abide by the following terms and conditions:

Please read the following sections carefully, so that you become fully aware of the information, requirements and procedures in this License Agreement. After you have read them, sign and submit the Housing License Agreement and retain a copy of the document for your records. Your signature indicates that you will comply with these terms and conditions, regulations and procedures. This document is a contract and summarizes the respective legal obligations between you and Baruch College.

By signing this Agreement, you are also agreeing to comply with the rules and regulations established by Baruch College’s Student Code of Conduct.

I. Eligibility & Housing Costs

1. Eligibility

- Housing in the Residence Hall is offered as a privilege, not as a matter of right, to students of Baruch College who meet and continue to meet, among other things, the eligibility requirements set forth below.
- Baruch College believes that housing in the Residence Hall will enhance the college experience of students who are offered such housing and has agreed to perform certain administrative services in connection with this License Agreement and the License offered pursuant hereto.
- Resident is being offered and wishes to accept housing at the Residence Hall

2. Housing Costs

For the 2022-2023 academic year, the cost for housing will be:

- \$14,500 for double occupancy spaces
- \$15,500 for deluxe double occupancy spaces
- \$29,000 for single occupancy spaces

Costs for assigned room type will be divided equally between fall and spring semester. Room type requests are not guaranteed; single occupancy spaces are extremely limited.

All students, despite room type request, are required to submit an initial deposit for housing of \$300 in addition to the housing application. That deposit is nonrefundable for students who withdraw from housing. Only after move out in the spring semester will the \$300 security/damage deposit, less any charges for damages after move-out. Any damages or cost incurred beyond the \$300 security/damage deposit is still the responsibility of the Student. **The**

Student acknowledges and agrees that: (i) the operator of the Residence Hall and its affiliates (“FOUND Study”) are a third party beneficiary of this License Agreement; and (ii) in the event that damages caused by Student and/or his/her guest(s) are in excess of the Student’s \$300 security/damage deposit, FOUND Study has the right to seek monetary reimbursement directly from Student for any costs or damages incurred or caused by Student and/or his/her guest(s) to the Residence Hall.

II. Room Occupancy and Guests (covered in Baruch procedures/considerations)

1. In order to reside in student housing, student must maintain matriculation status and actively be attending classes. Students may be enrolled full time in any modality. Vacancies may be filled with other students participating in Baruch College programs and other eligible persons within the sole discretion of Baruch College. **This housing contract is for the full 2022-2023 academic year (fall and spring semesters). Signing this contract obligates you for the costs of housing for the full academic year, even if you choose not to live in such housing for all or part of the year and regardless of the reason you choose not to live in the housing, except as outlined below in housing Contract Appeals.**
2. Baruch College makes every effort to give room assignments in accordance with preferences listed on the housing application, however, **no guarantees** are made in making housing assignments. Assignments are made without regard to ancestry, ethnicity, race, national origin, age, religion, disability, veteran status, sexual orientation, or any other protected category.
3. No other person may use your room or any other bed in your room without the prior written consent of Baruch College and by FOUND Study, if required, by their rules.
4. You must not occupy or intrude upon the other areas of the room in a way that deters your roommate(s) or future roommate(s) from occupying that space or interferes with your roommate(s) use of the room. If you do not comply with this provision, you will be in violation of the agreement and Baruch College will have the right to require you to leave housing and/or you may be charged for use of the additional space.
5. You must reside in your assigned room. You may not switch rooms or roommates or permit any part of the room to be shared by persons not assigned by Baruch College. No changes in room assignments may be made without the prior written approval of the Baruch College Office of Housing and Residence Life and by FOUND Study, if required, by their rules.
6. Baruch College reserves the right to assign a new occupant to fill a vacancy, to make changes to room assignments, and to reassign or remove any student from the residence hall.
7. **There are no room changes within the first two weeks after each semester begins.** Room transfers may only be made after receiving written approval from Baruch College’s designee. Baruch College reserves the right to reassign a resident within its discretion. Consolidation may be necessary and may result in the College moving residents. If a student fails to move when requested, they will be charged for the use of multiple bed spaces. The charge will be based on room type.
8. There will be 24-hour security maintained by FOUND Study (or its designee). Both Baruch College and FOUND Study (or designee) have the ability to allow or restrict guests within the

residential community at any time for any or no reason. A guest, when approved, may stay no more than seven (7) days within the course of a month. Any short-term overnight guest must be signed in no later than one hour before the desk closes and any long-term overnight guest must be registered 24 hours prior to their arrival. You will be held responsible for the actions of any guests and you are required to accompany your guest(s) at all times while they are within the residential community. You and your guest(s) will be required to provide a valid government issued ID or school/residence hall ID when asked and prior to approval being given.

9. Room key cards may not be duplicated and/or loaned to anyone, including family, friends or other residents. Room key cards may not be left in mailboxes.

III. Conditions of the Residence

All students must abide by the policies, procedures, and expectations set forth by the Baruch College Student Code of Conduct, this Housing Contract, and the policies, procedures, and expectations set forth by FOUND Study attached as Schedule A. Violations of any policy or procedure will result in disciplinary action by Baruch College up to and including dismissal from housing and/or the College, depending on the severity of the infraction. If you are removed from housing for disciplinary reasons by Baruch College, there will be **no refund of any payments made by you or on behalf of you and you will remain responsible for any remaining unpaid payments for the duration of the full academic year.**

1. Each room is provided with a specific set of furnishings. Residents may not add furniture and furniture may not be taken out of the room. Room fixtures, such as lamps or window blinds, may not be changed or removed. Residents may not remove or trade furniture with other rooms/residents. If the room has sustained damage beyond usual wear and tear, as determined solely by FOUND Study and/or Baruch College, residents will be charged the cost of repairs. Students may not remove any furnishings from the building's lounge spaces. Those found in violation of any part of this paragraph will be subject to disciplinary action by Baruch College and/or FOUND Study, in addition to being responsible for the cost of replacing furnishings.
2. No hooks or nails that will leave holes are permitted. Nothing may be painted on the walls. Cellophane or double-sided tape may not be used. All command strips/hooks must be completely removed. Any damage to the walls, floors or furnishings or any other damage, caused by residents or their guests will be deducted from the security deposit and/or charged to the residents as a damage fee.
3. Smoking is not permitted anywhere in the building, including your room. The use of vaporizers and e-cigarettes is also prohibited. To smoke, you must go outside of the building and be at least 20 feet away from the entrance. You may not smoke directly in front the building or block the entrance.
4. The possession or use of drugs not prescribed by your own physician, as well as illegal drugs and substances, is strictly prohibited. Students found to be in possession of controlled substances or paraphernalia are subject to disciplinary action by Baruch College and referral to law enforcement authorities. If these items are found in the room, they will be confiscated and disposed.
5. Alcohol and marijuana are not permitted on the premises, regardless of your age. Students found to be in possession of alcohol, marijuana, or marijuana paraphernalia and/or in an

intoxicated state are subject to disciplinary action by Baruch College and referral to law enforcement authorities. If these items are found in the room, they will be confiscated, documented, and disposed.

6. Noxious substances, incendiary materials, explosives and/or firearms or weapons of any kind are strictly prohibited. Halogen lighting equipment, electric or gas-powered heaters, convection ovens/toasters, candles, incense, pipes (including water pipes or bongs), flammable decorations such as Christmas lights etc., furniture, refrigerator or microwaves (except what is provided by 569 Lexington Avenue), illegal substances of any nature, explosives, fireworks or weapons of any kind, smoke laden materials/vapors, fog machines and/or instruments, hover boards, and self-propelled scooters are prohibited. If these items are found in the room, they will be confiscated and disposed.
7. The use or possession of specified electrical equipment in residents' rooms or common kitchens, other than those provided by FOUND Study or designee or for which prior written authorization has been granted, is not permitted. See items listed above for prohibited item list.
8. Tampering with fire alarm systems, alarm pull stations, smoke detectors, fire extinguishers, and safety equipment is prohibited. Discharging or tampering with safety equipment will result in a fine and/or are subject to disciplinary action by Baruch College and referral to law enforcement authorities.
9. All students are expected to evacuate facilities during emergency alarms and comply with the requests of Baruch College and FOUND Study (or designee) staff. Students may be fined for noncompliance and/or are subject to disciplinary action by Baruch College and/or FOUND Study (or designee) and referral to law enforcement authorities.
10. Window guards are to be kept in their original positions, if applicable. Nothing is to be kept on the outside window ledges or hung from the windows. Similarly, nothing should be thrown out of windows at any time for any reason.
11. FOUND Study (or designee) and Baruch College are not responsible for any items that disappear or are stolen from residents' rooms.
12. Residents of this building shall not engage in disruptive conduct. Disruptive conduct is behavior that interferes with the rights of others to properly and peacefully enjoy their rooms, or causes conditions that are dangerous, hazardous, unsanitary, inappropriate, and/or detrimental to other residents, employees, or guests in the building.
13. Baruch College and FOUND Study will not be responsible for any injuries to persons or damage to property caused by residents or their guests.
14. Quiet is to prevail on residence hall floors during the established hours, known as *Quiet Hours*. Courteous behavior regarding noise levels is expected at all times.
15. The residence hall is not designed for playing amplified musical instruments or high-watt stereo equipment. Students who wish to play or practice should wear headphones or muffle their instruments. Playing instruments is not permitted during Quiet Hours.

- 16.** Residents may not use the name of FOUND Study (or designee) or Baruch College in any way for business purposes or in any form of advertising.
- 17.** No written materials, such as printed handbills, solicitations, or posters, may be placed on the door of residents' rooms. Bulletin boards are available for appropriate postings, which must have prior approval from Baruch College and if its rules so require.
- 18.** Residents must swipe their identification cards/room key cards at the designated areas each time they enter the building. No resident may use their identification card/room key card to allow another individual into the building. Residents must show their identification card if requested by FOUND Study (or designee) or Baruch College.
- 19.** No locks, other than those provided by FOUND Study (or designee), may be installed by or for a resident on any room, closet or other door.
- 20.** Residents may not use any room or space other than their own for meetings or gatherings without prior written permission from the Baruch College and FOUND Study (or designee).
- 21.** The roof and balconies of the building are off-limits with the exception of those specifically designated for resident use.
- 22.** Residents are not permitted to leave any items (including doormats) in the hallway. Items left in the hallway may be removed by building personnel.
- 23.** No pets are permitted in the residence hall at any time.
- 24.** Authorized employees of FOUND Study (or its designee) and Baruch College have the right to enter rooms without notice for cleaning, repairs or inspection whether residents are present or not.
- 25.** Residents are responsible for keeping their rooms clean. This includes keeping food in appropriate storage containers, regularly cleaning the bedroom and bathroom, cleaning eating utensils, promptly disposing of trash in the designated chutes on each floor, and keeping laundry clean, to help keep the room clean and free of pests. The staff may conduct health and safety inspections of the residence hall rooms at any time. During the inspection, the staff will check for compliance with health codes, fire safety regulations, maintenance problems, and potential physical hazards. If a policy violation is observed during a health and safety inspection, the residents of the room will be subject to disciplinary action. In most cases, efforts will be made to notify residents of these inspections at least 24 hours in advance, but residents may not be notified of the exact time of inspection. Residents understand that either FOUND Study or Baruch College may conduct surprise inspections, where residents will not be notified in advance.
- 26.** FOUND Study, as operator of the Residence Hall, is responsible to Baruch College for maintenance and repair of the furniture and equipment in the rooms and of building systems, and maintenance repair and cleaning of hallways and common areas and security and other services. Baruch College will exercise reasonable efforts to enforce these obligations for your benefit, but Baruch College cannot control, and is not responsible for, any failure of FOUND Study to fulfill its maintenance, repair and cleaning obligations or its obligations to provide staffing and security. Students must report maintenance, repair, cleaning and security issues in

accordance with procedures established by Baruch College and FOUND Study (or designee).

27. Students are required to participate in all required mandatory meetings, emergency response and evacuation training programs sponsored by Baruch College or FOUND Study (or designee). Failure to attend may result in disciplinary action.
28. Each resident is responsible for checking their Baruch College email daily, since important messages from Baruch College or FOUND Study (or designee), may be sent there.
29. Any infractions of the terms and conditions contained in this contract, or of any federal, state, or city law, or of the rules of FOUND Study set forth on Schedule A attached hereto, or Baruch College's rules or regulations may lead to disciplinary action, up to and including expulsion from the residence hall and/or Baruch College without refund of the remaining housing fee or tuition.
30. Students are required to cooperate with FOUND Study (or designee) and Baruch College officials when those officials have identified themselves and are acting expressly within their authority. Baruch College officials include faculty and staff. Also included are student employees, such as Resident Community Advisors, who are carrying out assigned work responsibilities.
31. Parental Notification: In accordance with the Higher Education Act of 1998, Baruch College reserves the right to contact parent(s) or guardians(s) of students involved in dangerous and/or inappropriate behaviors that may be threatening to the student or others. This includes situations relating to alcohol, marijuana, and other drugs. The determination whether to make such contact remains within the sole discretion of FOUND Study (or designee) and Baruch College.
32. Move-in and move-out dates will be as established by Baruch College. All students must timely move out of their rooms and remove their belongings 24 hours after their last final at the end of the school year. Failure to do so will result in students being charged a daily fee decided by Baruch College and render them ineligible for future housing. Any property left beyond the deadline for moving out will be deemed abandoned and will be disposed of at the Student's expense.

IV. Housing Contract Appeals

Students who sign up for housing do so with the understanding that housing is a full academic year commitment. Students who participate in a Baruch College sponsored study abroad program, graduate, withdraw from the College, or get married may file an appeal for a termination of their housing contract. Students granted an appeal must remove their items from their space and properly check out of the residence hall by the date provided in their appeal decision.

To file an appeal to terminate your housing contract, students must email residence.life@baruch.cuny.edu and include: name, student ID number, and reason for your appeal (i.e. participating in a Baruch College sponsored study abroad program, graduating, withdrawing from the College, or change in marital status, etc.). Appeals must be received from your Baruch College email address.

Students moving into housing for the spring semester will only be charged for the cost of the spring semester.

Prior to check-in, students who decide not to live at 569 Lexington Avenue should cancel their housing agreement by emailing residence.life@baruch.cuny.edu and include name, student ID number, and reason for cancellation (i.e. withdrawal from the institution, living elsewhere, etc.). Cancellations must be received from your Baruch College email address. **If you withdraw from housing, you automatically forfeit your \$300 security deposit.**

The cancellation policy goes into effect once the student accepts the offer (submitting of "yes to offer" as they have submitted an application and deposited for housing). Depending on your time and date of cancellation, additional fees will apply as listed below:

Students (prospective and current) who cancel their housing AFTER housing has been confirmed:

- Prior to July 1, 2022, forfeit the housing security deposit (\$300)
- On or after July 1, 2022, forfeit the housing security deposit, and will be charged a \$200 housing cancellation fee.
- On or after August 1, 2022 forfeit the housing security deposit, and will be responsible for 10% of annual housing costs.
- After move-in, forfeit the housing security deposit, and will be responsible for the full cost of housing for the fall 2022 semester.

Students intending to file an appeal to terminate their contract for spring 2023 semester must submit their appeal in writing (following the procedures outlined above) no later than November 1, 2022. Students receiving an appeal approval must remove all items from their space and properly check out of the residence hall by December 20, 2022. Failure to do so results in forfeiture of the housing deposit. Any student who has not removed their items from the residence hall and properly check out by January 6, 2023 will be responsible for the full cost of spring 2023 semester housing.

- Students granted an appeal mid-semester must remove their items from their space and properly check out of the residence hall by the date provided in their appeal decision.

Students (prospective and current) who withdraw or take a Leave of Absence from Baruch College AFTER housing has been confirmed:

- Housing security deposit is non-refundable (\$300)
- Prior to August 1, 2022, will be held to the housing cancellation policy outlined above
- After August 2.... 2022 (the start of classes) will be held to the College refund schedule outlined in the Baruch College academic calendar.

Anyone who wishes to withdraw from Baruch Housing **MUST** first submit their request via email to residence.life@baruch.cuny.edu. A cancellation form will be emailed to you. Please download it, complete it, and email it to residence.life@baruch.cuny.edu. All forms must be received by **November 1st, 2022**

V. LICENSE

Student understands that this License Agreement entitles Student to the use of the Residence Hall room or apartment assigned to Student by Hunter and the common areas. Student further understands that the room or apartment and common areas may be used only in ways described in this License Agreement and the Rules and Regulations. Students acknowledges and agrees that this

License Agreement is not to be construed as lease.

Baruch College grants Student a non-exclusive, non-assignable, temporary license for the use of a room to be assigned by Baruch College (the "Room") at the Residence Hall.

THIS LICENSE AGREEMENT CREATES A LICENSE BY CONTRACT ONLY AND STUDENT ACKNOWLEDGES THAT NO OWNERSHIP, LEASEHOLD OR OTHER PROPERTY INTEREST OR ESTATE OF ANY KIND SHALL EXTEND WHATSOEVER TO THE RESIDENCE HALL BY VIRTUE OF THIS LICENSE AGREEMENT OR STUDENT'S USE OF THE ROOM.

VI. MISCELLANEOUS

If any term, covenant or condition of this License Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms, covenants and conditions of this License Agreement shall in no way be affected thereby.

My signature confirms I have read the contract and the Baruch College Code of Student Conduct and agree to abide by all the provisions therein. I understand that the premises are a residence of the FOUND Study Midtown East and are to be used only by approved individuals and only while enrolled as a student at Baruch College. I understand and agree that I must evacuate the premises immediately upon my termination of my status as student. I also understand that I must abide by the policies of the residence hall where I live and that I am financially responsible for the room(s) to which I have been assigned for the entire contract period.

Student Signature: _____

Student Printed Name: _____

Date: _____

Signature: _____
(Parent or guardian, if student is under 18) (Date)

SCHEDULE A

FOUND STUDY

**RULES, REGULATIONS, GUIDELINES, POLICIES AND PROCEDURES
APPLICABLE TO THE RESIDENCE HALL**

[See attached]



FOUND
STUDY

Student Life

Midtown East
Policies and Procedures

HOUSING OPERATIONS AND MAINTENANCE

Internet Connections

Wireless Connectivity (Wi-Fi) is available throughout the building. In order to connect, you will need a Wireless enabled laptop computer. In addition, each room is equipped with Ethernet jacks. While the residence does have wireless access, some programs and functions are better run using direct broadband service. **In order to connect, please make sure your computer has a T-base 10 Ethernet card and a CAT-5 cable** (we recommend bringing one that is at least 15 feet long). Before you use the residence internet service, be sure you read our Network Policy and Guidelines. You are expected to abide by all of them. Any tampering with the internet equipment or software will lead to suspension and/or termination of internet access. For Internet Issues, please contact the Property Manager.

Wi-Fi Log-in Information:

Network: Found Study

Password: [TBD]

Custodial Service

Basic custodial service is provided for common areas, including corridors, hallways, study areas, and lounges. Custodial service is not intended to alleviate residents from their responsibility to pick up after themselves and treat their environment with care. It is the responsibility of each resident to dispose of their waste appropriately. It is also the resident's responsibility to maintain their individual room and all shared areas. Custodial service is not available to clean personal space and residents are required to maintain hygienic conditions in their room.

Maintenance Repairs

If your room or the provided equipment and furnishings require any repair or maintenance, please do not attempt to repair it yourself.

General maintenance and routine repairs (such as a plumbing, electrical, or furniture/appliance maintenance, etc.) are performed without charge to residents. We encourage you to report damage immediately. Neglecting to report an issue (leaky faucet, water damage, etc.), could lead to further and more complicated problems. Emergency repairs include major leaks and flooding, inoperative door locks and any problem that endangers property or safety. In case of an emergency, contact the front desk.

Residents are not permitted to paint or make alterations to their rooms. If a resident alters anything in their assigned room, they will have to repay the building for the cost of repairs (or replacements). Service or repair to any furnishings or equipment provided by residents is not the responsibility of FOUND Study. Do not put any nails, screws, hooks or sticky substances in/on the wall. You will be responsible for any damage caused to the room.

For safety reasons, do not try to clean the outside surface of your windows. Do not sit on ledges or lean out windows. Do not put anything on top of radiators or on window sills - a small potted plant that falls out a window could potentially injure a pedestrian. Never attempt to exit through windows.

Reporting a Maintenance Issue: Submit a ticket on StarRez, contact your RA, or visit the Front Desk.

Extermination Procedures

There is an exterminator who services common areas. If you find that you need to utilize this service, please submit a work order on StarRez, contact your RA, or visit the front Desk.

Exterminator Recommendations

Please keep your room free of debris and store food in sealed containers to help prevent pests. All unused boxes and plastic bags must be disposed of properly. Do not leave either item on the floor as this creates a breeding ground for unwanted insects and pests. The exterminator has been instructed to inform us of any rooms that violate these guidelines and a note to document such violations will be submitted to you. You will be given 24 hours to correct all noted violations and a post inspection will follow.

Bed Bugs

In the past few years, there has been a resurgence of reports of bed bugs in New York City – with complaints from luxury apartments, 5-star hotels, popular clothing stores, subway and theatres among them. We recognize the responsibility to investigate every report, take all possible precautions to prevent the spread of an infestation, and to eradicate any confirmed problems. FOUND Study is committed to an effective and efficient response to residents who suspect they may have bed bugs. Bed bugs are a serious community issue, and all residents are expected to comply with all instructions given to them immediately once bed bugs have been confirmed in their room. Visit the New York Department of Health and Mental Hygiene for more information on bed bugs.

Guidelines

For the safety and comfort of all residents living in the residence, our staff will adhere to the following guidelines:

- As soon as a resident suspects that they may have bed bugs, they should contact their RA, or visit the front Desk.
- We will contact our licensed exterminator who will perform a thorough inspection of the room in question. Should a resident notify us on a weekend or holiday day, the exterminator will check the room the next business day. Residents who report suspected bed bugs will not be granted a room or furniture change. This is crucial so that we can prevent the spread of bed bugs if they are found to be in the resident's room and belongings.
- Residents may not, at any time, deny FOUND Study staff or an exterminator access to their room.
- If the exterminator concludes that there is no bed bug activity present in the room, then no further action will be taken. The resident will be asked to continue monitoring his/her living space, and to notify us immediately if there are further problems. It is crucial the resident remains in their own room to prevent contamination of other rooms.
- If the exterminator concludes that bed bugs are present in the room, we will provide the affected resident(s) with a detailed list of instructions for the removal and laundering of their personal items.
- Only the approved FOUND Study exterminator can confirm or deny the presence of bed bugs – not a resident, family member, doctor, or outside person.

HOUSING, FACILITIES, AND COMMUNITY SPACES

Community Spaces

Lounges

There are several comfortable community lounges open to residents and meant for gathering, studying, and relaxing. All residents using these spaces must follow the below rules:

- Be respectful of others and mindful that this is a community space.
- Be courteous during organized events.
- All activities held in common areas must have a person that oversees the event/activity.
- During events, recreational activities are prohibited such as: video games, loud music, and loud conversations as it may be disruptive to the event.
- No tampering with displayed artwork/decorations or televisions.
- No placing food and/or beverages on or near the pool table or table tennis/shuffle board surfaces.
- Furniture must be utilized appropriately and cannot be moved from its original location.
- Shoes, shirts, and pants are required to be worn in community spaces at all times.
- Be responsible for your personal items. Should you leave something behind please read the following policy: Abandoned property policy
- Clean up after yourself before leaving the lounge so everyone can enjoy a clean environment.
- No sleeping in public places (including furniture, floor, kitchen).
- Public spaces are under 24-hour surveillance.

Kitchen

A large common kitchen is provided on the ground level for residents' use 24 hours a day. All residents must abide by the rules below so everyone can enjoy the space:

- Clean up after yourself.
- Do not sit on countertops, sinks or stovetop.
- Dispose of your trash in proper bins.
- Rinse out the sink and do not clog it by removing food from drain.
- Leave no trace of leftover food by wiping down counters.
- Do not place any items near the stovetop.
- Be attentive to your cooking/food.
- Remember you are on camera.

Laundry

There is a common laundry room for all residents located on the 2nd floor. Please be timely when utilizing the washers and dryers. Please do not remove someone else's items from the laundry room or leave property unattended for long periods of time. Items will be considered abandoned property if left more than 24 hours. Residents are encouraged to allow a 10-minute grace period before moving someone else's laundry out of a washer or dryer that has completed its cycle, but residents are permitted to remove items (and set them aside in the laundry room) from machines that have completed their cycle and are left unattended for more than 10 minutes. If left unattended, FOUND Study is not responsible for items damaged, stolen or removed. After 48 hours, staff may discard any

items left unattended. If you are found responsible for damaging property and/or stealing you will be held financially and legally responsible and may even face removal from the residence.

Laundry Instructions: download the MyMagicPass app, follow the instruction to setup your account. Visit the main laundry facility and use the location code next to the kiosk.

If you need to report a problem with a machine or the area, please use the app to submit a service request.

Fitness Center

The 24-hour fitness center is located on the 2nd floor. Use of the Fitness Center is a privilege and can be taken away if residents do not follow outlined policies. FOUND Study shall have no liability for any injuries occurring as a result of a resident's use of the fitness center. **You are only permitted to use the Fitness Center if you have signed a release.** FOUND Study does not assume any responsibility, risk or liability for your use of the Fitness Center and hereby expressly disclaims the same. By using any Fitness Center, you agree to the terms of this paragraph.

Fitness Center Member Conduct:

- No cell phone or camera use is allowed in the facility and residents should not take videos or photograph anyone using the Fitness Center.
- Personal trainers are not authorized and may not train residents within the fitness center. If found doing so the trainer and resident may lose access privileges.
- No smoking, drugs, or alcohol are permitted, and residents may not use equipment while under the influence.
- No loud and/or abusive language.
- No vandalizing or defacing materials or property including equipment, furniture, walls or any other aspect of the Fitness Center. If residents are found tampering with any equipment, they will be charged with fees associated with repairs.
- Residents should not remove materials, equipment or property from the Fitness Center without authorization.
- Indecent exposure, voyeurism, exhibitionism, or other lewd and lascivious acts are not allowed.
- Residents must wear a shirt and closed-toed athletic shoes for hygiene purposes.
- Skateboards, in-line skates, roller skates, scooters or other sports equipment are not allowed within the facility.
- Sleeping in the Fitness Center is not permitted.
- Everyone must clean up after oneself while using any part of the facility; this includes re-racking weights when finishing a set in the free weight area.

Pool Table/Tennis Table/Shuffleboard

The use of all recreational activities is a resident privilege and not a right. Please keep all drinks and food off and away from the tables and respect the equipment so all residents can enjoy its use.

Electronics

FOUND Study is not responsible for any personal electronic equipment, including computers, brought into the residence. All residents should connect their electrical/electronic equipment, including computers, to power surge protective devices to minimize potential damage to their personal property.

Littering, Garbage, and Recycling

Residents are required to dispose of all garbage and trash in appropriate areas and receptacles. Residents may not dispose of litter in any form on the grounds or facilities. This includes, but not limited to, cigarette butts, flyers, cans, bottles, etc. It is also prohibited to collect containers (i.e., bottles, cans, boxes, etc.) that may attract pests or cause other safety hazards. In accordance with NYC Law, recyclable materials are to be placed in the designated bins. All trash should be brought to the appropriate designated area.

RESIDENCE LIFE ADMINISTRATIVE POLICIES

These policies govern the administrative and operational aspects of the FOUND Study Student Life Program. Violation of these policies may result in administrative fees or fines, or delays in processing administrative requests, and with respect to temporary or permanent removal from the residence hall after completion of Hunter College or Baruch College disciplinary process, as applicable. Extreme or repeated violations of these policies may result in appropriate action through the Found Study resident conduct process and with respect to temporary or permanent removal from the residence hall after completion of the Hunter College or Baruch College disciplinary process, as applicable.

Room Assignments

Room assignments will be made solely by Baruch College and Hunter College, as applicable to their floors, in coordination with FOUND Study, who reserves the right to change room assignments as reasonably required and will do its best to accommodate roommate requests. Neither Baruch College, Hunter College or FOUND Study cannot provide you with your roommate's information prior to your arrival because of changes that may occur before you arrive.

In the event of a roommate conflict, Baruch College and Hunter College, as applicable, in coordination with FOUND Study reserves the right to relocate one or all roommates to another room equal to resident's current rental payment. Roommate changes are subject to a full review by Baruch College and Hunter College, as applicable, in coordination with FOUND Study's Student Life.

If FOUND Study determines that you do not fit into a positive environment, or if we consider that you are a threat to our community, and after completion of the Hunter College or Baruch College disciplinary process, this will constitute termination of your license agreement. Baruch College and Hunter College, in coordination with FOUND Study and after completion of the applicable disciplinary process, reserves the right to terminate your license agreement if it is determined that you cannot fit into the community in a positive manner.

If a resident vacates an assigned space and leaves personal possessions whether intentionally or unintentionally, these items will be considered abandoned property. All items left behind will be removed, recycled or donated. Neither Baruch College, Hunter College or FOUND Study is responsible for any items left in the rooms/residence and will not be responsible for the replacement or compensation of abandoned property.

Consolidation

Baruch College and Hunter College, working in coordination with FOUND Study, each reserves the right to fill any vacant bed in their corresponding floors at any time. As each of Baruch College and Hunter College, working in coordination with FOUND Study's Student Life, is continually placing residents, vacancies may be filled without notice. Baruch College and Hunter College, working in coordination with FOUND Study's Student Life, will attempt to give 24 hours' notice, but this is not guaranteed. Residents with one or more vacant beds in their room can expect a new roommate or to be moved to a different room as the need for new resident assignments or consolidation arises. Residents must leave the vacant portion of their room or suite in a condition that will allow another person to move in easily. Residents should not place their belongings into a vacant portion of the room.

Room Transfer and Request Procedure

Student Life offers an "on request" approach to room changes which must be approved by Baruch

College or Hunter College as applicable. This means that, if a resident has requested a room and a room becomes available that meets the criteria the resident provided in their request, we will allow the resident to move to that room. We do encourage residents to resolve conflicts, and the Student Life Staff is trained to assist in mediation that can help residents manage their disagreements.

Room transfer requests are not guaranteed and not all requests can be granted. Room changes can take place between terms and must be coordinated through Student Life.

The room transfer and request process is NOT for immediate and critical room changes. Residents who believe they are in critical need of a room change must contact Student Life but final decisions are up to Baruch College and Hunter College. Also, since room changes cannot always be granted immediately, Student Life may ask roommates or suitemates who are experiencing conflict to participate in a mediation to address their differences instead of changing rooms, or pending the ability to grant a room transfer, and depending on the severity of the conflict.

Roommate Conflicts

Residents bear the primary responsibility of resolving conflicts they may have with roommates.

Residents are encouraged to take action in a timely manner if they feel a conflict is developing between them and their roommate. Residents are expected to approach disagreements with their roommates in a mature and respectful manner. If they are not able to reach a positive outcome themselves, residents should enlist the assistance of the Student Life Staff. There are limits to the ability of the student life staff to intercede in and resolve all roommate conflicts. In general, there are four specific responses that can be provided to residents who are not getting along with their roommate:

- **Mediation** – The Student Life Staff can facilitate a discussion between roommates to address the problems they are facing. This mediation can take the place of an informal discussion, but it can also be used to develop a binding “roommate expectations agreement”. The roommate expectations agreement is a document that allows residents in conflict to stipulate specific expectations and hold one another accountable to that agreement.
- **Non-Emergency Room Change** – As described above, residents may request a room change at any time. Residents seeking to leave a conflict situation by requesting a room change are reminded that room transfer requests are not guaranteed.
- **Emergency Room Change** – In cases in which a resident feels threatened by their roommate (or anyone in their community) the staff will arrange an immediate room change to ensure that resident’s safety. Hunter College and Baruch College, as applicable, will be notified within 24 hours of such action. Please see more about this option below under “Emergency Room Changes”.
- **Resident Conduct and Community Standards Action** – If the behavior of a roommate violates the Resident Code of Conduct or policies stated in this handbook, it can be reported and addressed through the resident conduct process which will include going to through the Baruch College or Hunter College disciplinary process, as applicable. Residents are advised that simply being accused or found in violation of policy does not always result in being reassigned or removed from housing. However, if the behavior that violates policy is the root of the conflict, it must be reported for the record so that the staff can address it through the resident conduct process which will include going to through the Baruch College or Hunter College disciplinary process, as applicable.

Emergency Room Changes

At various times, a resident will request an emergency room change based on the behavior of another resident that has not been documented and/or addressed through the resident conduct process. It is the policy of Student Life that in such cases, the resident bringing the complaint shall be offered a temporary relocation until the situation can be investigated. Hunter College and Baruch College, as applicable, will be notified within 24 hours of such action. Residents who feel threatened or in any kind of danger will be offered alternative housing for the short term to ensure their safety. Hunter College and Baruch College, as applicable, will be notified within 24 hours of such action. After the situation has been investigated and addressed, the appropriate long-term solution will be determined (who, if anyone, will move out permanently). Residents who genuinely believe they are in danger are expected to take advantage of temporary relocation to ensure their own safety.

Improper Room Transfer

A resident who moves to another room or suite without proper authorization from Baruch College or Hunter College, in coordination with the Student Life Staff, is considered to have conducted an Improper Room Transfer. The resident is subject to an improper checkout fee of \$75 and may be subject to disciplinary action, including removal from the space, after completion of Baruch College or Hunter College disciplinary process, as applicable.

Gender Neutral Housing

Gender Neutral Housing allows for same-gender, different-gender, gender-queer or other gender identities to live together regardless of biological sex in a platonic environment in which they feel supported.

To apply for Gender Neutral Housing, please contact resident life at Baruch College or Hunter College, as applicable.

Check-Out Procedures

Residents leaving an assigned space for any reason (transfer, consolidation, contract termination, or end of license agreement) must complete the checkout procedure. Any portion of the check-out procedure not completed will result in a charge/fine. Hunter College and Baruch College, as applicable, will be notified within 24 hours of such action. The check-out procedure generally includes:

- Making an appointment with Student Life at least 24 hours before departure to check-out and sign the RCR which indicates any new damages the resident may be charged for:
 - NOT Cleaning the room (i.e. remove garbage, vacuuming, wiping all surfaces etc.)
 - NOT Returning furniture to original position
 - NOT Removing ALL belongings
 - Any items left behind will be considered abandoned and will be discarded after check out.
- Residents must return any room keys issued in order to avoid a fine.
- Signing and retaining a copy of the checkout RCR.

Residents are permitted to use an EXPRESS CHECK-OUT process (is available) if they so desire. This process allows the resident to submit their room key and/or resident ID to a lock box using a special

check-out envelope and form. This process calls for the condition of the student's room will be reviewed and evaluated by the housing staff after their departure. Residents choosing to utilize the express check out process waive their right to appeal damage and administrative fees associated with their room condition or check out process.

Residents leaving the residence halls during the semester or at the end of the fall semester must complete a housing cancellation form with Baruch College or Hunter College, as applicable. Notifying the Baruch College's or Hunter College's Bursar's Office and Financial Aid that they no longer plan to enroll, or to be a resident, is NOT sufficient to cancel housing.

Housing Cancellation

All residents wishing to cancel a pending housing application (those residents who have applied for housing for a coming semester) or an existing licensing agreement (those residents who are currently living in housing) must contact Baruch College's or Hunter College's resident life office.

Health and Safety Inspections

Resident rooms will be inspected on a monthly basis to ensure compliance with health and safety related aspects of the Student Life Policy. Staff is not required to notify residents in advance. In most cases, residents will be given opportunity to resolve health and safety concerns before a re-inspection. Roommates can be held jointly responsible for health and safety violations that exist in their room or suite.

Abandoned Property

Residents are encouraged to keep personal items secure in their rooms. Public areas of the residences (including lounges, community bathrooms, hallways, etc.) are not intended for storage of personal belongings. Items found that are left behind in public space given to security or a staff member will be placed in a "Lost and Found" area for seven days. After this period these items will be considered abandoned and will be discarded. If an item is left behind and taken by another individual, FOUND Study will attempt to recover the item. However, neither Baruch College, Hunter College or FOUND Study is financially responsible for the item if it cannot be recovered.

Posting

Notices, flyers, ads and other informational items may be posted only on designated boards by the Student Life Staff. All flyers must be pre-approved by Student Life.

Exhibiting or affixing any sign, advertisement, notice or other lettering, flags or banners on any part of the outside of your room, door or the building (including signage inside your room if it can be viewed from the outside) is prohibited, as is attaching or hanging any projections (radio or television antennas, awnings, flags, banners, etc.) on the outside walls or windows of the building.

Programming and Program Points

The Student Life Staff conducts programs and events for residents throughout the year. These programs are designed to provide opportunities for social and academic development, and to help develop community within the residence halls.

Lock-Outs

Please understand that it is your responsibility to carry your ID/key with you at all times. If you are locked out, please follow these steps:

- All residents should go to the Student Life Desk during the posted desk hours.
- A temporary room access key will be issued (you might be asked to show proof of valid identification).
- Residents are required to return this key within 20 minutes of issue, to avoid a \$20 access key replacement fee.

Key Replacement Fees:

- Room Key is \$45.00.
- Mailbox key is \$25.00.
- Lock Change: Should any resident damage their lock, they will be billed a \$400.00 replacement fee.

Guest Policy

This policy exists to allow residents to have guests in a manner that does not infringe upon the comfort or rights of other residents and maintains an appropriate level of safety and security in the building. Being and/or having a guest is a privilege and not a right. Regardless of length of stay, the guest is expected to abide by all residence policies, procedures, regulations and standards. The host is responsible for the actions of their guests at all times.

Any guest who violates any residence policy while in the building is subject to penalties, including disciplinary procedures and/or legal penalties and will be asked to leave the residence. FOUND Study has the right to ban any guest.

Any person who is not a resident of the building, is considered a guest.

The following conditions must be met:

- NO guests under the age of 18 are permitted in the residence.
- It is always the responsibility of the host to meet their guests in the lobby and to remain with the guest when the guest is in the residence.
- If the host departs the building the guest must also depart and is not permitted back into the residence until the host is able to personally escort them.
- All guests must register at the security desk by showing proof of a valid unexpired photo identification card.
- When the guest leaves the residence, they must be escorted to the lobby by the host and must sign out with security.
- No person who is required by law to register as a sex offender may be a guest in any residence.
- Guests, regardless of their length of stay do not receive an ID card and residents are not permitted to hand their ID to their guest if they depart the building. Guest must be physically escorted by host at all times

- All guests must abide by the Code of Conduct and any resident found forging their roommate's signature will lose their guest privileges for the remainder of their stay.

Daytime Guests

Provided that there is no unreasonable interference with the rights of a roommate, a resident may have a maximum of two (2) short-term daytime guests who stay between the hours of 8:00am and 12:00am. Short term guests must leave the building by midnight or they will be considered an overnight guest.

Overnight Guests

An overnight guest is a guest who is in the residence between the hours of 12:00am and 8:00am, regardless of whether they stay for a few hours, or sleep in the room overnight. In consideration to the rights of roommates and other residents, there are limits to the duration and frequency of such visits. A resident may have only one overnight guest at any given time.

Residents are not allowed to have overnight guests during their first week at the residence. This allows new residents to socialize with their roommates, as well as become better acquainted with the residence community. We do not provide mattresses or linens for any guest.

Procedure

All residents must fill out an Overnight Guest Form for their guest regardless of guest's length of stay. All overnight guests must be approved Student Life To obtain an Overnight Guest Form you can stop by the Student Life Desk.

- **Guests For One to Three Nights:** Forms for overnight guests staying for more than 1-3 nights must be submitted at least one hour before the desk closes for the same day of the overnight guest.
- **Guests For Four to Seven Nights:** Forms for overnight guests staying for more than three consecutive nights must be submitted 24 hours prior to the guests' arrival. Guests must also be approved by roommate(s) and the Residence Life Staff.

Failure to complete and submit the form in a timely manner may result in guest not being allowed into the building and a \$5 penalty, to be paid within 72 hours of guest arrival.

Occupancy

- Maximum occupancy of a single room at any time (residents or guests) is 3 people.
- Maximum occupancy of a double room at any time (residents or guests) is 6 people.
- Maximum occupancy of a triple room at any time (residents or guests) is 9 people.
- Failure to complete and submit the form in a timely manner may result in guest not being allowed into the building.
- FOUND Study does not provide beds, bedding, or key cards for guests of any kind.

Conduct

All guests are expected to abide by all Student Life policies, procedures, regulations and standards. Remember, having a guest is a privilege not a right and FOUND Study reserves the right to refuse any guest that is deemed inappropriate for the community.

- A non-resident may not be an overnight guest in the residence for more than seven (7) nights per calendar month, regardless of the host.

- All residents are legally and financially responsible for the conduct of their guests.
- While in the building, guests **MUST BE ACCOMPANIED** by their host all times.
- No person who is required by law to register as a sex offender may be a guest in any FOUND STUDY residence.
- FOUND Study reserves the right to ban any guest

STUDENT LIFE HEALTH, SAFETY, AND SECURITY POLICIES

Alcohol Policy

Residents are required to abide by all federal, state and local laws and regulations and the policies of FOUND Study regarding the use, sale, and distribution of alcoholic beverages. These rules specify that persons under 21 years of age are prohibited from possessing any alcoholic beverage. Residents who are of legal drinking age may possess and consume alcohol within the privacy of their own rooms in accordance with the following rules:

- Open containers of alcoholic beverages are prohibited outside of your room.
- Residents who bring alcoholic beverages into the residence are responsible for its legal use. This includes taking reasonable precautions to prevent the possession of alcoholic beverages by underage residents and visitors.
- Kegs, beer balls, and other mechanisms or devices that promote the purchase, storage and distribution of alcoholic beverages in bulk quantities, or that allow unregulated access to alcoholic beverages by any means, are prohibited.
- Alcoholic beverages may not be sold or distributed by a resident. This prohibition includes, but is not limited to, parties at which alcoholic beverages are served and for which contributions or donations to offset the costs of the party are sought.
- Residents found to be intoxicated (including those who have to seek medical treatment for intoxication) may be subject to the appropriate disciplinary sanction by FOUND Study and by legal authorities.
- Residents and their guests who display intoxicated behavior or who require assistance due to consumption of alcohol will be denied entry into the residence halls and are subject to disciplinary action.

Please note: if you are living with us through your school and your campus is a no-alcohol or dry-campus community, those rules apply while you are staying with us. Security and the FOUND Study staff reserve the right to refuse access to anyone attempting to bring in alcohol.

Drug/Controlled Substance Policy

Residents are required to abide by all federal, state and local laws and regulations and the policies of all FOUND Study, regarding the use, sale, and distribution of controlled substances despite its changing legal status in other jurisdictions. Marijuana is an illegal substance in the State of New York and is strictly prohibited in any residence. There is no legal medical marijuana in the state of New York regardless of the legality of medical marijuana in other jurisdiction. If we find any resident or visitor to a residence room to be in possession of or using, selling or distributing marijuana or other controlled substances (or in the case of prescription drugs, without a valid prescription) within any residence, we will contact the New York City Police Department. Your license agreement, after completion of the Baruch College or Hunter College disciplinary process, will be immediately terminated, your rights to live in any FOUND Study residence will cease and all monies paid forfeited and you will be required to vacate the premises.

Discrimination

A resident will be found responsible for discriminatory harassment, intimidation or bullying who engages in conduct directed at a specific group or individual, based upon race, creed, color, national origin, ancestry, age, marital status, sexual orientation, familial status, disability, nationality, sex, gender identity or expression.

Sexual Harassment, Dating or Relationship Misconduct, Sexual Misconduct.

Harassment and Intimidation

Everyone living in any residence has the right to live free of intimidation, harassment or bullying. If after an investigation, it is determined that a resident is harassing, bullying, or intimidating another resident, and after completion of the Baruch College or Hunter College disciplinary process, FOUND STUDY may take appropriate action to cause such behavior to cease including, without limitation, terminating the license agreement and right to be in the residence.

Should the conduct of a resident threaten or constitute a danger to personal safety or property, or substantially interfere with the residence hall community, summary action may be taken against the resident after completion of the Baruch College or Hunter College disciplinary process. A resident may also be subject to summary action if, following a warning by a FOUND Study Staff member to desist and completion of the Baruch College or Hunter College disciplinary process, the resident continues to engage in conduct that violates the FOUND Study policies and procedures. Summary action may include (but is not limited to) removal from residence halls, reassignment, restriction of guest privileges, and/or the implementation of a “no contact order” or “behavioral contract”. In such cases involving removal from residence, if necessary and appropriate, steps will be taken to eject the resident from the premises.

Disruptive Conduct

Disorderly, disruptive or aggressive behavior that interferes with the general comfort, safety or welfare of a person or group is prohibited. Interference with the freedom of another person or group to move about in a lawful manner is prohibited. No resident shall create a condition that endangers or threatens the safety or well-being of himself/herself or others—this includes staff members, security guards and building staff.

Prohibited Items

Residents are not authorized to have any of the following items;

- Halogen lighting equipment.
- Electric or gas-powered heaters.
- Convection Ovens/Toasters
- Candles, incense, pipes (including water pipes or bongs).
- Flammable decorations such as Christmas lights etc.
- Furniture, television, refrigerator or microwave (except what is provided by FOUND STUDY).
- Illegal substances of any nature.
- Explosives, fireworks or [weapons](#) of any kind.
- Smoke laden materials/vapors, fog machines and/or instruments.
- Hover boards, self-propelled scooters

If these items are found in the room they will be confiscated. Residents will be given seven (7) days to determine where to send their items. After this time period all items will be disposed of. Please note that drugs or drug paraphernalia will be disposed of immediately.

Restricted Areas

Residents are strictly prohibited from going into certain areas including but not limited to: electrical closets, storage closets and areas in the lower/basement level. Residents cannot take emergency exits unless there is an emergency. Residents are strictly forbidden to be on the roof at any time for any reason (except by the request of a New York Fire Official). Any violation of this policy will lead to disciplinary action.

Fire Alarm Procedures

All fire alarms are to be taken seriously. If you ever see fire or smoke, or smell smoke, do not hesitate to pull the fire alarm nearest your room. It is extremely important that you familiarize yourself with all applicable fire safety procedures. Falsely activating a fire alarm is against the law. Residents will be evicted and are subject to punishment to the fullest extent of the law. As a resident, you are strongly advised to maintain fire/theft insurance. You can usually add your possessions to your parents' homeowner's or tenant homeowner's insurance policy through a rider.

If the fire is in your room all persons are to vacate the room immediately in the safest possible way. If you are able to, please do the following:

- Call 911 after you exit the building.
- Do not try to extinguish the fire by yourself.
- Close all windows and open shades. Turn on lights.
- Take your identification and keys with you.
- Close all room doors.
- Pull Fire Alarm station, if possible, as you exit.
- Alert other people by knocking on their doors or yelling on your way out.
- Use the nearest stairway to exit, NEVER use the elevator.
- Learn your locations evacuation plan and know your predetermined path for exiting from the building
- Assemble across the street and maintain absolute silence so instructions can be heard.
- Wait until the appropriate officials indicate that you can re-enter the building.

If the fire is not in your room:

- If you cannot safely exit your room or building, call 911 and then provide them with appropriate information (name, address, etc.).
- Stay inside your room and listen for instructions from safety personnel unless conditions become dangerous.
- If you must exit your room, first feel your room door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
- If you can exit your room safely, follow the instructions above for a fire in a room.
- If you are unable to safely leave your room, seal the floor in your room with wet towels or sheets and seal air ducts or other openings where smoke may enter.
- Open windows a few inches unless flames and smoke are coming from below.

- Do not break any windows.
- If condition in the room appears life threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose.

Fire Alarm Warning System

All residences have a state-of-the-art computerized fire warning system and trained fire/security personnel on the premises. During the course of the year, the Fire Department will test all fire warning systems in accordance with New York City regulations. In the event of a fire drill, all residents must follow all instructions given by the emergency staff via the announcement system.

Floor plans and diagrams for emergency staircases and exits are posted in public areas on all floors as well as the back of every room door. Residents should familiarize themselves with these maps to be able to exit promptly during fire drills or actual emergencies.

Kerry Rose Sprinkler Act

FOUND Study is committed to providing a safe environment for the entire community and to that end we would like you to know what fire safety devices are located in our residences. This advisement complies with the “Kerry Rose Fire Sprinkler Notification Act” (A.5715-a/s. 4180-B). These are the fire safety systems you will find in the residence; fire sprinkler system, fire extinguishers, smoke detectors, CO detectors, heat detectors, fire alarm pull boxes, emergency lights, public address system, and emergency exits. The fire extinguishers are checked to ensure that they are in working condition in accordance to the law. There will be at least one fire drill per semester.

Residents are provided with the Fire Safety Evacuation Plan for their location at the elevator landing on their floor and in the FOUND STUDY Code of Conduct. It is important that you know the location of these fire safety devices and immediately report any device that is in need of repair or has been tampered with. Remember fire safety is everyone’s business and together we can lessen the threat of fire.

FOUND Study requires occupants to evacuate only as directed by the building’s specific Fire Safety Plan in the event of fire alarm activation. An alarm will sound on the fire floor, the floor above the fire and the floor below the fire floor. The occupants of these areas should immediately use the exit stairs to descend to a floor level that is at least four floors below the fire floor, and await further instructions over the loud speaker.

All other floors/areas will receive an alert signal and these occupants should stand-by for further instructions. Persons in these locations are not required to evacuate the area until told to do so by the Fire Safety Director, if required.

Residents should follow the building’s Fire Safety Director’s directions and procedures at all times.

How to Avoid an Accidental Alarm

- When using a microwave, oven or stove use lower time intervals and continue to reheat your food until it is ready. Do not leave something in for long periods of time which may cause a fire or excessive smoke.
- If you are making popcorn, please make sure that you are watching it very carefully.
- Never leave the food warming area unattended while you are cooking food.

- Be certain to keep all other items that can catch fire away from the cooking surface.
- Cook only when you are **ALERT** – not when you're sleepy, drowsy from medication(s) or after alcohol use.
- All residences are smoke free environment, please smoke outside the building.

Fire Safety Disclosure

All halls are equipped with smoke detection alarms, alarm pull stations, and sprinklers. It is a violation to tamper with or disable any fire protection equipment in the residence. Violations include, but are not limited to:

- Removing smoke alarm from rooms (this includes taking out batteries or removing from hard wire)
- Removing a fire extinguisher from its prescribed location
- Discharging a fire extinguisher for any purpose other than putting out a fire
- Setting false alarms
- Tampering with the covers on fire alarm pull stations
- Tampering with common area and room sprinkler systems

Any action by a resident that places other residents at risk will result in the violator being held financially responsible for all costs associated. Additionally, the violator will be subject to disciplinary sanction taken by Baruch College, Hunter College and/or legal authorities.

Fire Alarm Protocol

You should Locate & Review the Evacuation Maps on your floor and familiarize yourself with the closest Evacuation route.

The signal to evacuate a building for a fire, fire drill, or other emergency is a series of rings on the building's fire bells in the hallways accompanied by flashing lights. A voice may sound through all room speakers to advise of an emergency and the need to evacuate.

Evacuation of the facility is mandatory until the signal to re-enter has been given by appropriate personnel and the alarm bells have ceased ringing. The following procedures are to be followed any time a fire alarm sounds:

Procedure

1. Once the fire alarm has sounded everyone must evacuate the building. While an RA and/or Management Staff may be present to help vacate the building, you should assist by knocking on your neighbor's door to the left and right of you.
2. Leave the building in an orderly manner by means of the closest safe stairway or exit. **DO NOT USE THE ELEVATORS.**
3. Once outside the building, you must remain clear of doorways and at least 300 feet from the building. Remain clear of roadways, as well.
4. Professional Staff must investigate and determine the cause of the alarm. Upon completion, students will be given an "all-clear" by Residential life and/or building staff to re-enter the building. If at any point throughout the semester you are unable to walk down the stairs, inform your RA and/or Management Staff immediately. Your RA and/or Management Staff will notify security and a log will be kept of who needs to be escorted down.

Anyone found in their room who had not evacuated during the sounding of the fire alarms will face Baruch College or Hunter College disciplinary action.

Designated Meeting Areas

There are designated meeting areas to allow for emergency personal easier access to the building and an RA and/or Management Staff can easier account for their residents and be aware of any missing persons. Upon evacuation all residents will proceed to their respective meeting location below.

[Update for 51st Street]

Entry into Resident Rooms

FOUND Study reserves the unconditional right to enter rooms occupied by residents pursuant to the licensing agreements with Baruch College and Hunter College in the interest of health, safety, and conduct. The Security Staff, Student Life Staff, or maintenance may enter a resident's room at any time for cleaning, inventory, maintenance, inspection, repairs or investigation upon reasonable grounds in the belief that a crime or violation of Student Life policies and procedures has been or is being committed, without prior notice. The Student Life Staff and other authorized personnel may enter a resident's room for any of these purposes whether or not the occupants are present. At the time of such entry, any prohibited articles that are in plain sight may be reported and confiscated.

Furnishings

Residents are responsible for all furnishings provided in their rooms.

Residents may rearrange furniture in their room but may not exchange it with other furnishings from other rooms. Room furnishings may not be removed from assigned locations. Alterations or damages to furnishings will result in charges for replacement or restoration to original condition. If furniture is missing the resident will be charged for the replacement furniture.

Waterbeds, lofts, personal mattresses, or homemade bunk beds are not permitted. Due to limited space and safety, residents are discouraged from bringing large additional furnishings. Student Life reserves the right to have residents remove personal furnishings from a room if those furnishings are believed to pose a safety risk, impede movement within the room, or represent a fire hazard.

Community and lounge furniture may not be removed or relocated. Appropriate lounge furniture is provided, and other furnishings will not be permitted in community/lounge areas. If community/lounge furniture is found within a resident's room, a charge will be assessed to the resident(s) and the resident will be subject to disciplinary action.

Residents are permitted to bring personal items, such as rugs, throw pillows, and bedspreads. Residents are encouraged to use personal items that are fire retardant. Furnishings and any item brought into the room must be arranged in a manner that does not obstruct clear access to exits, including windows.

Residents are not permitted to cover lights, drape, or hang items from lights, windows, safety equipment or ceilings in any manner. Paper or other flammable decorations should be used with care as to not increase the "fire load" of the room.

Noise and Quiet Hours

FOUND Study prohibits excessive noise after 11:00 pm nightly until 9:00 am. At no time should a

resident's noise level interfere with the community. Additionally, residents should practice 24-hour courtesy hours. Residents are responsible for discontinuing noisy activity if requested to do so by another resident or staff member at any time. Sound carries easily throughout the residence. Voices, stereos, televisions, and sound amplification equipment can often be heard in other rooms on a floor and floors above and below, and in neighboring buildings. Playing drums and amplified instruments is strictly prohibited. Residents playing non-amplified instruments in their rooms and/or in common areas may be asked to stop playing if it disturbs others. Subwoofers are not permitted. Residents who own a stereo with subwoofers should disconnect them from the stereo while in use.

Burning Substances

Burning any substance in the residence is not permitted. This includes, but is not limited to, burning of candles, matches, water pipes and incense. Water pipes, candles and incense are prohibited in the residence, if found these will be confiscated and disposed of by staff.

FOUND STUDY reserves the right to enter the rooms at any time without warning if staff has a reasonable suspicion that burning substances are occurring.

Pets

No pets of any kind are permitted in the Residence Hall, including fish. Residents found with animals in their custody will be subject to disciplinary sanction and will be required to remove the pet immediately.

Emotional Support and Service Animals

The owner of any emotional support animal (approved by FOUND Study) or service animal is ultimately responsible for the actions of the animal. Residents must ensure proper noise control, hygiene and care of their approved emotional support/service animal, so that it is not disruptive to the educational pursuits of the community. Before the animal is brought to the residence all correct paperwork must be on file with FOUND Study.

Animals must remain in the resident's assigned room, at all times, with the exception of being taken outside.

Property Loss or Damage

Baruch College, Hunter College and FOUND Study assume no responsibility of any kind for loss or damage to personal property caused by fire, water, theft, the actions of other residents or guests, or any other cause whatsoever. Personal property stored in resident rooms, during the period of the housing agreement, shall be stored at the owner's risk. Residents may also be eligible for coverage under the insurance plan of a parent or guardian. We highly encourage residents to investigate these options.

Residents are expected to take reasonable precautions to ensure the safety of their items, including keeping valuables (particularly computers, phones and other electronic devices) elevated (off the floor) and away from windows in case of minor flooding or water leaking from windows. In addition, residents should always lock their doors when they leave their room to reduce the possibility of theft.

Storage

There is no extra storage space available. Please do not bring more personal property than you can keep within your room. Summer storage is also not available and anything left behind will be considered abandoned (see Abandoned Property section) and you will incur appropriate charges.

Safety Equipment

The tampering of any safety equipment is unlawful and strictly prohibited. This includes, but is not limited to; smoke detectors, locks, fire extinguishers, window stops, sprinklers, emergency panic bars, stairwell alarms, fire pull stations, and exit signs. Such behavior may result in a monetary summons, disciplinary action, criminal prosecution, or any combination. All violators of this policy will be documented for a violation of College policy through the resident conduct process.

Searches and Confiscation

FOUND Study may request a resident's cooperation in searching concealed areas. They may confiscate any suspicious, unauthorized or illegal items that they may find in the room or on their person. Residents will be asked to immediately dispose of items that are prohibited in the halls or pose a danger to the safety of the individual or community. If an item is removed from a resident's room in their absence, the resident will be issued documentation indicating the removal. Confiscated items are subject to being discarded or placed in confiscation storage at the discretion of the security and housing staff. Confiscated items will be held for 72 hours. Items confiscated after this 72hr period will be disposed of. Residents wanting to take items out of confiscation beyond the 72-hour confiscation deadline must ask for permission through email before the 72 hour timeframe completes. The possession of prohibited items may result in disciplinary action, criminal prosecution, or both. Illegal items will be turned over to the proper authorities.

Smoking

Residents and guests are strictly prohibited from smoking in the residence, including rooms, common areas, lobbies, lounges, activity rooms, stairways, doorways and elevators. The area immediately around the main entrance to each residence is also considered a non-smoking area. The use of vapes, and E-cigarettes are also prohibited in these areas. Smokers must remain 50 feet from any residence. Failure to do so may result in a fine and/or disciplinary action.

Sports in the Halls

Horseplay is not permitted anywhere in the residence halls. Such activities include, but are not limited to, frisbee, football, rollerblading, dribbling a ball, etc. Disruption or damage caused by any such activity will be billed to the residents responsible.

Stalking, Harassment, Bullying

No resident shall perform acts that are intended to harass, threaten, or alarm another person. Examples include repeatedly following such person; repeatedly committing acts that alarm or seriously harass or threaten such other person and that serve no legitimate purpose; and repeatedly communicating by mechanical, electronic means, third party or any form of written communication with such person in a manner likely to cause alarm. Incidents in which stalking, harassment, or bullying is alleged may result in the summary re-location or suspension of the accused pending resolution of the matter.

Solicitation

It is prohibited to conduct any business or commercial enterprise from the residence. You are prohibited from unauthorized solicitation, membership recruitment, subscription, polling, posting, placing materials underneath doors, canvassing, and commercial sale of products, services, or tickets in any residence. Additionally, under no circumstances is prostitution or escort services permitted in the residences at any time.

Tapestries

Some Tapestries are permitted. However, cannot be hung from the ceiling, or covering the ceiling, and cannot be hung as a bed canopy. Tapestries cannot cover windows, electrical outlets, any sprinkler or fire alarm and lights cannot be strung around or be touching the tapestry. FOUND Study staff has the right to remove any tapestries that are deemed a fire safety concern.

Weapons

All weapons are strictly prohibited from the residence. Weapons include instruments used to inflict harm, or that could reasonably cause fear or inflictions of harm, and any item that may be deemed weapons under applicable laws, including but not limited to a pistol, revolver, shotgun, rifle, firearm, stun gun, BB or pellet gun, taser, electronic dart gun, and other instrument that launches a projectile by pressure resulting from combustion of propellant material, including a weapon related to or using air, sound, flare, hunting, or springs; bombs, grenades, mines, explosives, or incendiary device (which can include “ignition devices”, aerosols and fireworks) and daggers, stilettos, swords, switchblade knives, gravity knives having a blade exceeding four inches in length; and including parts, components, spare parts, or ammunition relating to the above. A disarmed weapon is a weapon.

Windows

Throwing objects from a window is strictly prohibited. The use of slingshots or other related items is not permitted. Tampering with or removal of window stops or other safety equipment is not permitted and will result in a fine.

Bicycles and Rollerblades

You are permitted to have a bicycle or rollerblades. However, either object must be stored in the resident’s room. If you have a roommate, you will have limited space. You are NOT ALLOWED to ride them anywhere inside the building, including the lobbies. Any bicycle or rollerblades left outside in the hallway is a safety hazard and will be promptly confiscated.

Gambling

Gambling in your room or anywhere within the residence is not permitted.

Vandalism

Any resident who defaces public property or any area in any residence (or the surrounding neighborhood), including FOUND STUDY postings and bulletin boards, will be subject to disciplinary sanction, appropriate fines, and responsible for cleaning and repairing the defaced area.

Parking (when available – FOUND Study working on being able to provide)

Residents may apply for a monthly parking pass through the FOUND Study Student Life Office. Any resident who applies and is approved for parking in the provided parking garages is subject to the below terms and conditions:

- A parking application must be submitted and approved through the FOUND Study Student Life Office.
- A parking agreement must be signed and on file with the FOUND Study Student Life Office.
- Residents are allowed to park and lock their vehicle in a designated area at the sole risk of the resident at the monthly parking rate.
- FOUND Study is not responsible for any fire, theft, damage or loss to the resident’s vehicle.

- Residents must act in a lawful, reasonable and proper manner at all times in and around the parking garage. Any failure will result in immediate termination of parking privilege.
- Residents are responsible for their access card or transponder and will be charged for any replacements.
- Monthly parking access cards or transponders are not transferable and may not be given to any other person. Access cards and transponders are only allowed to be used by the resident on file in the Student Life Office.

STUDENT LIFE JUDICIAL PROCESS AND SANCTIONS

FOUND Study wants every resident to feel comfortable and respected in their home. Living in a community as complex as New York City requires the residence to maintain policies that are designed to provide a safe living and learning environment and also to create a community where all members feel safe to express their points of view. Living in a residential community is a learning experience, and it is expected that you conduct yourself in a responsible and mature manner while in the residence. Accordingly, the FOUND Study has the authority and responsibility to maintain order within the residence and to exclude those who are disruptive to the community following Baruch College or Hunter College disciplinary process, as applicable.

We care about your rights in the residence hall setting, and we are committed to providing you with a fair procedure in the event of a judicial meeting.

As a resident, you are bound by the FOUND Study Student Life Handbook and policies and procedures, as well as the rules and regulations of Baruch College or Hunter College, as applicable. You are also responsible for the conduct of your guests/visitors.

All residents can expect fairness from the FOUND Study staff in addressing alleged violations of the Student Life Policies and Procedures. Failure to comply with the terms of a sanction will be considered further violation and may result in additional, extended and more severe sanctions after completion of the Baruch College or Hunter College disciplinary process, as applicable.

Student Life Judicial Process

1. When there is an allegation that student life policies or procedures have been violated, a Student Life Staff member will arrive as soon as possible to document the incident based upon what they have observed. This information will be compiled in an Incident Report (IR).
2. The Incident Report will include the names of all people present during the alleged violation. Each resident named in the report shall receive a violation email with a request to schedule a judicial meeting. Residents who were not present for the incident but were involved may be added to the Incident Report at a later point and called in for a judicial hearing.
3. Residents may review all written and/or physical information that is included in the judicial file.
4. Judicial meetings are required appointments. It may be necessary to schedule more than one judicial meeting to reach a resolution. Failure to attend or reschedule a judicial meeting in a timely manner may result in a decision being made without the resident's input and could adversely impact the outcome of the case. These judicial meetings will be coordinated with Baruch College and Hunter College, as applicable.
5. Residents may provide a written statement in response to the Incident Report to be submitted within 24 hours of the judicial meeting.

6. Residents will receive an email notification of the decision within seven (7) business days after the judicial meeting and after completion of the Baruch College or Hunter College disciplinary process, unless circumstances related to the investigation prevent this from occurring.
7. Residents found responsible for violating policies and procedures will be required to sign a Consequence Agreement Letter outlining any sanctions for policy violation.

Failure to Appear

If you choose not to appear, or do not set up a judicial meeting, a decision will be made based on information received. You will be informed of decisions via email.

SANCTIONS

FOUND Study believes that sanctions serve as a learning tool for residents. One of our goals is to help you with your growth and development and to prepare you for life outside of the student housing experience. We strive to determine fair and appropriate sanctions that are reasonable and effective after completion of the Baruch College or Hunter College disciplinary process. We hope to enhance your learning, as well as, create a comfortable and enjoyable environment for each community member.

Sanctions are implemented as a means of helping residents understand the consequences of their actions, the impact of their behavior on others, and to accept responsibility for their misconduct. Residents who fail to complete a required sanction will be referred through the judicial process and may be found responsible for additional violations and more severe sanctions.

General Sanctions include, but are not limited to the following:

1. **Warning:** A verbal or written warning stating that the resident has been warned that their actions or behaviors are not acceptable and additional incidents may result in further action.
2. **Loss of Privilege:** This includes, but is not limited to, removing a resident's ability to have guests, being ineligible to have or gain access to buildings or residential spaces other than their own, and, after completion of the Baruch College or Hunter College disciplinary process, removing a resident's eligibility for extending their license agreement.
3. **Loss of visitation rights (Persona Non-Grata):** A resident may no longer be permitted to enter or be in any area of a specified building after completion of the Baruch College or Hunter College disciplinary process. Should a resident be found in the building after placement on Persona Non-Grata status after completion of the Baruch College or Hunter College disciplinary process, they will be escorted out and further action may be taken.
4. **Student Life Probation:** Residents placed on probation are on notice for a specific period of time that future violations of student life policies may result in disciplinary action and the possibility of more severe sanctions, such as eviction or termination of their license agreement after completion of the Baruch College or Hunter College disciplinary process.
5. **Restitution:** The resident is required to make payment to FOUND Study or to other persons, groups, or organizations for damages for which they are responsible. This is true whether the action was intentional or an accident. If an act was deemed intentional, other sanctions may also apply.
6. **Termination of License Agreement (Eviction):** When a resident's license agreement is terminated after completion of the Baruch College or Hunter College disciplinary process, that resident will have a set amount of time, as determined by Student Life, with which to vacate the

living space. The ability to return to the residence halls will be determined by the Student Life staff in consultation with Baruch College or Hunter College, as applicable.

7. **Fines:** The resident is required to pay a fee based on the offense detailed by Student Life Office.

FINES AND DAMAGE CHARGES

The following is a partial list of fines that may be imposed to sanctions and/or repair of damaged items. All items are subject to change:

Policy Based Fines	
Failed Health and Safety	\$50
Failure to Evacuate	Varies
Pets	\$50
Possession of unauthorized appliances	\$50
Smoking anywhere in the residence	\$75
Second offense/repeated	\$150
Tampering with fire/life safety equipment	\$150
Tampering with windows or screens	\$50
Unauthorized possession of residence property	\$50
Use or possession of prohibited materials	\$50
Improper check-out from residence hall	\$50
Noise violation (Quiet or courtesy hours)	\$25 1 st Offense \$50 2 nd + Offense
Unauthorized room change	\$100 per day

Entrance Door- Exterior	
Room Sign	\$75.00
Electronic Key Lockset	\$400.00
Door Defacement	\$150.00
Door	\$450.00
Entrance Door- Interior	
Evacuation Sign	\$50.00
Fire Safety Notice	\$40.00
Room	
A/C Filter	\$10.00
A/C Knob	\$10.00
A/C Unit	\$450.00
Base Molding	TBD
Bed	\$200.00
Blinds (per blind)	\$95.00
Cable Box	\$150.00
Cable/Fittings (per fitting, plus repair)	\$50.00
Ceiling Plastering & Painting	\$250.00
Chair	\$50.00
Closet	\$250.00
Data Modem	\$150.00

Desk	\$310.00
Drawers for beds/desks/ nightstands	\$75.00
Dresser	\$170.00
Excessive Cleaning	\$50-150
Floor Tiles (per tile)	\$150.00
Mattress	\$200.00
Microwave	\$150.00
Nightstand	\$195.00
Overhead Lighting Fixtures	\$100.00
Painting (Full Room)	\$350.00
Painting (One Wall and/or Plaster)	\$100.00
Refrigerator	\$350.00
Refrigerator Shelving	\$75.00
Smoke Detector	\$75.00
Television	\$500.00
Television Mount	\$50.00
Television Remote Control	\$25.00
Wall Mounted Lamp	\$200.00
Window	\$250.00
Window Stoppers	\$15.00
Window Unit	\$350.00
Bathroom	
Bathroom Door	\$500.00
Bathroom Door Saddle	\$85.00
Bathroom Lockset	\$150.00
Bathroom Doorknob	\$100.00
Floor Tiles (per tile)	\$50.00
Shower Rod	\$50.00
Shower Fixtures	\$350.00
Basin	\$225.00
Medicine Cabinet	\$250.00
Medicine Cabinet Mirror	\$150.00
Medicine Cabinet Shelves	\$25.00 per shelf
Mirror	\$100.00
Light Fixtures	\$100.00
Sink/faucets/knobs/ fixtures	\$150.00
Toilet Tank	\$150.00
Toilet Seat Cover	\$25.00
Toilet	\$250.00
Toilet Paper Roll Dispenser	\$25.00
Towel Rod	\$50.00

Tub Re-glazing	\$350.00
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REVISED SCHEDULE OF CLEANING & DAMAGES – MERGE WITH ABOVE

CLEANING / PAINTING / FLOORING	
Item	AMOUNT OF FEE
Smoking	\$350
Light Cleaning	\$75
Full Cleaning	\$125
Trash Out	\$150
Partial Paint	\$100
Full Paint	\$250
Wall Damage	\$200
Flooring Damage	\$350

DAMAGES		
Item	Replacement	Damage
Entry Door	\$450	Parts + Labor
Entry Door Lock	\$400	Parts + Labor
Interior Door (each)	\$300	Parts + Labor
Window (each)	\$500	Parts + Labor
Closet Doors (each)	\$250	Parts + Labor
Closet Shelves	\$100	Parts + Labor
Roller Shades (each)	\$200	Parts + Labor
AC Unit	\$450	Parts + Labor
Thermostat	\$150	Parts + Labor
Mattress	\$250	Parts + Labor
Bed Frame	\$350	Parts + Labor
Armoire	\$350	Parts + Labor
Dresser	\$250	Parts + Labor
Light Fixture (each)	\$100	Parts + Labor
Room Mirror	\$200	Parts + Labor
Desk	\$310	Parts + Labor
Desk Chair	\$200	Parts + Labor
Refrigerator	\$450	Parts + Labor
Microwave	\$150	Parts + Labor
Cooktop	\$300	Parts + Labor
Faucet	\$200	Parts + Labor
Sink	\$250	Parts + Labor
Countertop	\$1,000	Parts + Labor
Kitchen Cabinet	\$300	Parts + Labor
Bathroom Mirror	\$250	Parts + Labor
Bathroom Vanity	\$400	Parts + Labor
Tub Resurfacing	\$350	Parts + Labor
Toilet Paper Holder	\$100	Parts + Labor
Towel Rack	\$150	Parts + Labor
Towel Hooks	\$50	Parts + Labor
Shower Head	\$200	Parts + Labor
Shower Handle	\$250	Parts + Labor
Bathroom Faucet	\$200	Parts + Labor
Shower Curtain Rod	\$100	Parts + Labor