

# Cornell University Conference and Event Services

## Housing Terms and Conditions for Adult Events or Programs

Event/Program: \_\_\_\_\_

Dates: \_\_\_\_\_

### **REVOCABLE LICENSE**

Cornell University provides housing accommodations to registered attendees on a revocable license basis only. This License may be immediately revoked for failure to comply with these terms and conditions, for behavior that may endanger public order or property or the personal safety or security of any person, or for any other reason that the University deems good cause, in its sole and absolute discretion. In such event, the University shall not be liable to you for any claims, causes of action, damages, injuries, penalties, costs or expenses of any kind, including (without limitation) attorneys' fees or any refund of housing fees, whether paid to the University or to a third party organizer.

### **COMPLIANCE WITH RULES AND REGULATIONS**

Your occupancy of University housing is subject at all times to your compliance with these Housing Terms and Conditions, all applicable University policies, guidelines and directives, and all applicable local, state, and federal laws and regulations.

Individuals required by law to register as a sex offender who wish to occupy University housing or who have a family member or partner who must register as a sex offender who wishes to occupy University housing with the individual must notify Student and Campus Life prior to signing this license. See [insert link to policy on SCL website] for details.

### **RIGHT OF ENTRY**

The University reserves the right to enter your assigned housing at any time, without notice, in times of emergency; to make repairs; for facilities-related project work, for housekeeping purposes, to inspect for compliance with health, fire, or building codes or with University policies or regulations; for law enforcement purposes, or for any other health, safety, or security purpose as determined by the University in its sole and absolute discretion.

### **CHECK IN/CHECK OUT; LIABILITY FOR ROOM DAMAGES**

Upon check-in, Occupants must report room damages to the Service Desk.

You are liable for any loss or damage you cause to your room or room furnishings, the residence hall, or other University property. When checking out, you must remove all your personal property, and leave your room empty. Charges for extraordinary cleaning required, removal of abandoned personal property, and for any loss or damage you have caused will be billed to you. Personal property not removed within 24 hours of check-out shall be deemed abandoned and may be disposed of by the University in its sole discretion.

### **APPLIANCES AND ELECTRONICS**

- Minifridges are allowed in Occupant rooms provided they do not draw more than 7.3 amps [700 watts] to start and 1.5 amps while running.
- Stand-alone microwaves are prohibited in individual rooms.
- Occupants may use the microwave in their building's shared kitchen. The exception is in the Townhouse Community, where Occupants may bring a microwave for use in their apartment kitchen.
- A "microfridge" (combined microwave and minifridge) is permitted when rented from the University-approved vendor.
- Appliances with immersion coils, water heaters without automatic shutoffs, and exposed coils (such as space heaters) are prohibited in the residence halls unless provided by Student and Campus Life Facilities (hereafter referred to as SCL Facilities).
- Appliances with self-contained, thermostatically controlled heating elements with automatic shut off may be used in kitchenettes only.
- Coffee makers with automatic shutoff may be used in Occupants' rooms or kitchenettes.
- Appliances with open heating elements (toasters and toaster oven) may be used in kitchenettes only and cannot be stored in Occupants room at any time.
- Air fryers may not be used or stored in residence halls.
- Lamps with open halogen or fluorescent bulbs are prohibited.
- "Octopus/spider" lamps may be used provided they are LED type and bulb wattage does not exceed the lamp's UL listing.
- Only electrical equipment and accessories identified with the Underwriter's Laboratories (UL) label are allowed.

## **PROHIBITED BELONGINGS**

- Due to their excessive weight, waterbeds and hot tubs are prohibited in all University housing facilities.
- Possession or use of weights (except small dumbbells under ten pounds) and other weight-lifting equipment in residence halls is prohibited, except in designated areas.
- Air conditioner units are prohibited in University residence halls and houses.
- Portable clothes washers, dryers or dishwashers are prohibited in University housing.
- Occupants may not bring drones onto University property.

## **PETS**

- Pets are prohibited.
- Service animals (as defined by the Americans with Disabilities Act) are permitted in University housing. Emotional support animals are permitted in University housing if approved as a reasonable accommodation for a disability. Occupants with service animals or approved emotional support animals must comply with Policy 2.8: Pets on Campus. ESAs must be approved in advance through the Conference and Event Services office.

## **COOKING AND COMMUNITY KITCHEN**

- Cooking is prohibited in hallways, bathrooms, and lounges.
- Occupants may not leave stovetop cooking unattended.
- Shared kitchens must be kept in a clean and sanitary condition.
  - Food stored in common area refrigerators must be removed by the owner on a regular basis.
  - Occupants must clean up after using the kitchen (dirty dishes should not be left behind, counters should be wiped down).
  - Food and personal items must be removed from common area kitchens and refrigerators prior to Check Out

## **COMMON AREA USAGE**

- Bathrooms must be kept clear of personal belongings, except where cubbies and racks are provided for storage between uses.
- Behavior in common areas should conform to the standards of the community as a whole. Occupants should exercise good judgment and demonstrate consideration of others and common courtesy when using common areas.

## **RESTROOM/FACILITIES USE GUIDELINES**

- In keeping with the University's policy of nondiscrimination and the commitment to inclusion, the University allows Occupants, staff, faculty, and visitors to use the restroom or facility that corresponds to their gender identity. In addition, the University maintains a number of universal restrooms across campus to address restroom facility access not necessarily related to gender identity, such as access for parents with children and for other attendants/caregivers. These facilities are all-gender, accessible spaces, which may include amenities for families such as baby changing stations.

*\*Gender identity refers to an individual's internal sense of gender. A person's gender identity may be different from or the same as the person's sex assigned at birth.*

## **SMOKING, TOBACCO AND ELECTRONIC SMOKING DEVICES**

- Smoking is not permitted inside any University building, including your assigned housing.
- Smoking is only permitted outside at least 25 feet from any University building.
- The use of electronic cigarettes and hookahs in your assigned housing or inside any University building is prohibited.

## **ALCOHOL AND CONTROLLED SUBSTANCES**

- Possession or consumption of alcohol is prohibited in any housing common area (such as lounges, kitchens, bathrooms, hallways, laundry rooms).
- A person who is 21 or older may not consume alcoholic beverages in any residence hall room/suite, including suite common rooms, unless all who are present are 21 or older.
- A person under 21 may not be in a room where alcohol is present.
- Under New York State Law, persons under the age of 21 are prohibited from possessing any alcoholic beverages.
- Possession of drug paraphernalia is prohibited, whether or not it is being used for use or consumption of drugs.
- Possession, use and distribution of state and federally illegal drugs, including recreational and medical cannabis, is strictly prohibited on University property.

## **DECORATING ROOMS**

- Objects may not block the windows.
- Hanging or posting anything on ceilings is prohibited.

- Hanging anything from sprinkler pipes or any part of the fire sprinkler system is prohibited.
- Covering smoke detectors and/or sprinkler heads is a life safety issue and is prohibited (see Fire Safety section for more information).
- You may not make any alterations (including but not limited to painting) to your assigned housing, residence hall common areas, or other University property.

### **BED ELEVATING**

- Occupants are not permitted to use homemade or other bed lofting units..

### **REMOVAL AND STORAGE OF FURNISHINGS**

- You may not remove University-provided furnishings from your housing accommodations.

### **NOISE AND OTHER DISRUPTIVE BEHAVIOR**

You may not make excessive noise or otherwise disrupt the residence community or adversely affect other Occupants, as determined by the University in its sole and absolute discretion.

### **BICYCLES**

- All bicycles must be registered on campus <https://fcs.cornell.edu/bike-registration-form> . There are a limited number of outdoor bicycle racks and indoor bicycle storage rooms. (Not all residence halls or on-campus properties have indoor bicycle storage available). Cornell University Campus Police strongly recommends the use of a U-Bolt lock to secure bicycles.
- Bicycles may not be stored in residence rooms, with the exception of fold-up bicycles provided they do not impede egress.
- Bicycles cannot be left in alcoves, hallways, stairwells, or common areas. They will be confiscated and turned over to Cornell University Police.
- Non-motorized bicycles (including unicycles) must be stored in designated bicycle racks so that all exits and windows remain clear and unobstructed. Vehicles in violation will be impounded without notice, at the owner's expense.

### **MOTOR VEHICLES**

- You may not store or park any type of motorized vehicle—gasoline, propane, electric, battery-operated—in or at any residence hall/cooperative/apartment, nor may you store any such power source. This includes hover boards. Vehicles in violation will be impounded without notice, at the owner's expense.

### **WEAPONS**

- Possession or use of rifles, shotguns, pistols, and other firearms or of ammunition, archery equipment, gunpowder, fireworks, air rifles, air pistols, and other dangerous instruments is prohibited on University property

### **FIRE SAFETY**

- Smoke detectors are located throughout residence rooms, corridors, and common areas. Do not block, cover, or tamper with any detector.
- Objects may be no closer than 18 inches to the ceiling or to any fire safety device (such as sprinklers).
- Fire extinguishers are located on each floor of each building and residence hall to be used only by trained personnel. Occupants should familiarize themselves with the locations of Fire Alarms and marked EXITS located throughout the buildings.
- Manual pull stations are located at exit points from each floor and the building exterior doors. In the event of a fire emergency, activate the station to sound the fire alarm. This will automatically contact emergency responders.
- In the event of a fire or other emergency, Occupants must exit the building following EXIT signs that are located throughout the building.
- The University conducts periodic evacuation drills to practice education and safe exiting from buildings. Occupants must exit from the building when the fire alarm is activated, and cannot re-enter the building until given permission by University personnel. Evacuation plans are posted at elevators, stairs, and exit points throughout the buildings. These plans will indicate means to exit the building safely. All persons should be familiar with the procedures for evacuating a building.
- Occupant room doors cannot be propped open if they are designed to automatically shut.
- Storing flammable liquids and gases is prohibited.
- Use of open flame is prohibited.
- Candles (wick or wickless) and incense are prohibited.
- To ensure safe egress, Occupants may not leave personal items in hallways or stairwells.
- Extension cords and multi-plug adapters are prohibited (this includes bed risers with integrated electrical outlets). An outlet strip with a breaker switch that is identified with an Underwriter's Laboratories label or listing (UL) is allowed.
- Outlet strips cannot be plugged into each other (creating a "chain").

- Floor lamps must have the required wattage light bulbs and cannot exceed what is stated on the lamp's UL label. The UL and wattage labels are commonly found on the shade or near the outlet for the light bulb.
- Spider lamps and halogen lamps are prohibited.

### **Fire and Safety Inspections:**

- The University is subject to fire and safety inspections by various agencies. If a fine is incurred as a result of the Occupant's failure to comply with the terms of these Housing Terms and Conditions or with any request from University staff, the Occupant's will be responsible for the amount of the fine.
- Any material that is in violation of the House Rules is subject to confiscation during fire and safety inspections
- University safety plans can be reviewed online <https://ehs.cornell.edu/campus-health-safety/fire-and-life-safety/fire-safety-plans>.
- Fire Safety policies are subject to compliance changes and updates based on local and state regulated standards. Advance notice of changes/updates will be provided whenever possible.
- All on-campus housing facilities are equipped with fire suppression systems and/or sprinkler systems.
- You must immediately evacuate the building and follow all emergency and residence staff directions if a fire alarm sounds. You are responsible for knowing where the fire alarm boxes are located in your building. Fire extinguishers are for use by trained personnel only.
- All occupants of University housing are strictly prohibited from:
  - Tampering with fire extinguishers, smoke detectors, sprinklers, fire and emergency doors, and other fire safety equipment.
  - Destruction/damage to exit signage.
  - Falsely reporting a fire verbally or by falsely pulling the fire alarm/pull station.
  - Failure to follow evacuation procedures during an emergency or an alarm.
  - Use or storage of fireworks of any kind.

### **GUESTS**

Occupants may not allow guests or visitors in their housing accommodation without the prior written consent of University.

### **SECURITY, SAFETY, KEYS AND LOCKOUT**

- Keys must not be duplicated or loaned.
- All lost or stolen keys must be reported to and the Service Center staff immediately.
- You must keep exterior entrances to residence halls locked at all times.
- You may not place yourself or others at risk by offering access to any residence hall or locked building to strangers or unauthorized persons.
- Occupants are not permitted on roofs, ledges, or overhangs and may not climb the exteriors of any University building.
- **Religious Restrictions:** Occupants who are prohibited from using electronic devices on certain days due to religious restrictions may request an alternative access key from their Service Center and must sign an Alternative Access Key Agreement.
- **Bike Rooms:** Occupants needing access to bike rooms may request an alternative access key from the Service Center and must sign an Alternative Access Key Agreement.

### **GORGE SAFETY**

- • All Occupants are highly encouraged to read the Gorge Safety website and brochure (available at <https://gorgesafety.cornell.edu>) and enjoy the natural wonders of the area safely.

### **LIABILITY**

The University shall not be liable or otherwise responsible, directly or indirectly, for any loss or damage to any article of your personal property or your vehicle occurring anywhere on University property, whether caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity, theft, the actions of third persons, or any other reason. Your personal property is not covered by University insurance.

The University is not liable for the acts or omissions of other Occupants or any third party, including but not limited to any third-party event, program, or camp organizer or operator.

Under no circumstances shall University be responsible for (1) the security of Client or any attendee, contractor, vendor or agent of Client, or (2) for the loss, theft or damage to personal property of Client or any attendee, contractor, vendor or agent of Client. This provision shall survive the termination of this Agreement.

### **FORCE MAJEURE**

The University assumes no responsibility for failure to perform any terms or conditions of this License due to fire, earthquake, flood, act

of God, weather events, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other acts of any foreign nation, terrorism, epidemics, pandemics, power of governments or governmental agencies or authorities, national emergencies, or any other cause that is beyond the control of the University, regardless whether such a cause is similar or dissimilar to the foregoing examples, and regardless as to whether the subject event or cause was conceivable or foreseeable.

**MISCELLANEOUS**

1. Any waiver by the University of its rights under this License shall not be deemed a continuing waiver.
2. If any provision of this License shall be found to be invalid, the remaining provisions hereof shall continue in full force and effect.
3. This License represents the complete agreement between you and the University regarding your University housing, and supersedes any prior contracts or understandings, whether oral or written. It may not be amended in any way without the prior written permission of the University in each instance.
4. This License is subject to the laws of the State of New York, without regard to conflicts of laws or principles. You agree to submit to the jurisdiction of the federal and state courts in Tompkins County, New York State, for the resolution of any disputes arising under the Housing License.
5. In any action, suit, or proceeding in any jurisdiction arising out of or relating to this Housing License, you and the University each knowingly and intentionally, to the greatest extent permitted by applicable law, irrevocably and expressly waive forever trial by jury.

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**For occupants who are eighteen years or older:**

By signing below, I agree to comply with the foregoing Housing Terms and Conditions.

|                       |                          |           |
|-----------------------|--------------------------|-----------|
| _____                 | _____                    | _____     |
| Signature of Attendee | Printed Name of Attendee | Date      |
| _____                 | _____                    | _____     |
| Address               | City, State, Zip Code    | Telephone |

**For occupants who are under the age of eighteen years or older, a signature of parent or guardian is required:**

By signing below, I agree to the foregoing Housing Terms and Conditions on behalf of my child, myself and my family.

|                       |                          |           |
|-----------------------|--------------------------|-----------|
| _____                 | _____                    | _____     |
| Printed Name of Minor |                          |           |
| _____                 | _____                    | _____     |
| Signature of Guardian | Printed Name of Guardian | Date      |
| _____                 | _____                    | _____     |
| Address               | City, State, Zip Code    | Telephone |