



THE NYCPM GUIDE TO COLLEGE HOUSING

Student Rights and Responsibilities

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REGULATIONS:

Students share in the responsibility of maintaining an environment in which the rights of each member of the academic community are respected.

All students shall be responsible for conducting themselves in a manner that helps to enhance an environment of learning in which the rights, dignity, worth and freedom of each member of the academic community are respected.

Effective immediately upon NYCPM housing contract, the student agrees to abide by the policies, procedures, rules, and regulations of NYCPM as outlined in *The NYCPM Guide to College Housing: Student Rights and Responsibilities*. **All students are responsible for becoming familiar with the contents of these publications.**

THE STUDENT'S HOUSING BILL OF RIGHTS:

NYCPM has basic expectations which govern the special nature of interpersonal relationships in college housing. These are reasonable expectations that students should have for one another while sharing space in college housing. The Student's Housing Bill of Rights outlines these expectations:

- The right to sleep during the night undisturbed
- The right to study in one's room free of noise and distractions during quiet hours
- The right of access to one's room and facilities at all times
- The right to feel secure against physical or emotional harm
- The right to a clean room and clean common areas
- The right to have one's belongings respected
- The right to have guests in the room when they will not disturb one's roommate's right to sleep or study
- The right to privacy
- The right to address grievances

These rights apply to all students living in NYCPM college housing. Violating the rights of other students may result in disciplinary actions, reassignment to another location and/or contact termination.

HOUSING APPLICATION:

All students are required to pay a non-refundable Housing Application Fee of \$50. A limited amount of housing is available for those students requesting college housing for the current academic year. Therefore, it is essential that the housing application be returned to the NYCPM Student Housing Department promptly upon receipt of the acceptance packet. Housing applications will be accepted on a space-available basis. Applications that are received after college housing is filled will be placed on a waiting list.

Housing Assignments:

Room assignments will be made solely by the NYCPM Student Housing Department based on a variety of factors. Should a student request a particular roommate, we will make every effort to accommodate the request. Should we match the student with a roommate, the NYCPM Student Housing Department will provide the student with this information at least one week prior to the student's arrival.

In the event of a roommate conflict, NYCPM reserves the right to relocate roommates to another room. In the event that NYCPM determines that the student does not fit into the NYCPM student housing environment, NYCPM reserves the right to terminate any student's contract at its sole discretion.

NYCPM offers living accommodations without regard to race, ethnicity, religion, sex, gender, sexual orientation, age, color, national origin, or disability.

Waiting List:

NYCPM will allow students to place their name on a waiting list if college housing options are full. College housing is not required, nor is it guaranteed. As space becomes available, students on the waiting list will be offered college housing.

Each year there are students who apply too late to be placed in college housing. These students are notified of this situation and will receive information regarding non-college sponsored accommodations.

HOUSING CONTRACTS:

When students sign their housing contracts, they will accept the conditions and terms set forth by this agreement. At times, students overlook their responsibility to follow the policies in NYCPM's Guide to College Housing. This could result in a financial charge and/or disciplinary action.

Please read the following information carefully. It contains important elements of the student housing contract.

Period of Contract:

This license contract is a binding legal agreement, which details a set of terms and conditions that the student must follow. Additionally, the student understands that he/she is requesting a space and committing to college housing for the full year. The student accepts responsibility for the full room and board charges as outlined in the license contract. **The student understands that the license contract is for one (1) full year from the date of signing the contract.**

A. Students will be charged \$1,500 toward Security/Damage Deposit as part of the housing contract. The first half will be paid during the first semester of move-in and the second half will be paid during the second semester. At the end of the one year contract, the Security/Damage Deposit will be refunded minus any charges for damages when applicable.

B. NO CANCELLATION OF THIS CONTRACT WILL BE ACCEPTED AFTER signing the contract, receiving the keys and/or signing of a Key Form. Enrolled students will be responsible for the full cost of room and board for the contract period.

C. Students are required to sign their housing renewal contract fifteen (15) days prior to the end date of the previous contract. Failure to sign the renewal will result in a \$100 fee, added to the violator's NYCPM student account and/or the spot may be reassigned to a current or incoming student.

D. Occupancy is defined by registration and/or issuance of keys to the student for a specified room/apartment. It does not require actual physical presence of the student.

E. This contract binds students to his/her housing assignment for the full term of the contract. In the event that a student decides to breach the one-year contract before the expiration date, he/she is responsible for the remaining payment of the term of contract.

THE HOUSING CONTRACT IS FOR A FULL CALENDAR YEAR. ROOM AND BOARD FEES ARE CHARGED PER SEMESTER.

Terms of Contract:

NYCPM reserves the right, upon reasonable notice, and for good cause, to:

- Cancel the housing agreement or change a student's assignment in the interest of health/sanitation, discipline, administrative expediency, or as considered necessary
- Cancel contracts of students declared academically ineligible, causing loss of room assignment
- Cancel contracts of students who fail to make payment of required charges by announced deadlines
- Cancel contracts of students who fail to comply with state or federal laws, college housing policies and regulations, or rules and regulations dictated by NYCPM
- Charge and collect damage fees for unauthorized use of equipment, building or room alterations, health and safety violations, or for special cleaning necessitated by improper use of rooms, public areas, equipment, lock-outs, repairs, trash removal, restoration charges, lost key replacements, damages, or vandalism
- Change room and board rates and housing policies without prior notice
- Enter student rooms as necessary for repairs, inspections, or enforcement of College policy or state law (in cases of repair/inspections students will be consulted)

Contract Release:

All obligations associated with the housing contract are binding. Students shall not be released from this contract due to lack of financial resources, dietary or medical needs, religious reasons, roommate conflicts or because he/she wants to live elsewhere.

Students are urged to carefully consider their circumstances prior to entering into this contract. Students must complete a housing withdrawal form for any release request and must submit it to the Housing Department. If a contract release is granted, the student must vacate by the approved move-out date. Students must abide by NYCPM's move-out procedures.

A student who officially takes a leave of absence, withdraws or is dismissed from the College will not be permitted to remain in housing. Students must present official documentation from their academic department to cancel their housing. Housing charges will be incurred up to the end of the month and the student will forfeit his/her security deposit.

Unauthorized Room Change:

Students are prohibited from switching apartments or rooms without approval from the NYCPM Student Housing Department. Students wanting to make an apartment change must submit a written request to the NYCPM Student Housing Department.

Room Assignments:

Rooms are assigned in advance; students cannot occupy a vacant room or switch assigned rooms without approval from the Housing Department.

Temporary Assignments:

Some students may be placed in temporary housing assignments during the summer or anytime throughout the school year. All students involved will be notified and moved to permanent assignments as soon as possible.

Consolidation:

The NYCPM Student Housing Department reserves the right to consolidate students. This consolidation is performed within units/room to maximize the use of space and allow for the most people to obtain the living option they desire and can afford.

Students who requested a roommate, but who have no roommate due to cancellation or withdrawal, will be assigned another roommate or may be asked to consolidate by moving to another room. Consolidation is used at the discretion of NYCPM.

College Housing Transfer:

Students wanting to transfer from one apartment to another must submit a written request to the NYCPM Student Housing Coordinator. Students breaking their contractual agreement will be held liable for charges denoted in their contractual agreement.

Subletting Your Room:

Students must fulfill the length of his/her contract. Subletting is prohibited. NYCPM reserves the right to evict any student(s) who have sublet his/her room with or without knowledge of the Student Housing Coordinator.

BRIDGES APARTMENTS:

The Bridges apartments are located on 2283 3rd Avenue in Manhattan, NY and are a convenient 5-minute walk to NYCPM. These units are fully furnished. Rooms are limited and will be available on a first-come basis. Each apartment layout and the room types within each apartment varies.

Each unit does include:

- Two full bathrooms
- Modern kitchen
- High ceilings
- Generous closet space
- New building with modern design and decor

These furnished apartments include the following:

- Twin bed and or a full-size bed
- 2 drawer dresser
- Desk and chair
- Wastebaskets
- Floor lamps
- Dining area
- Open kitchen with standard appliances (stove/oven, refrigerator, microwave)
- Wireless internet access

Utilities:

The Bridges apartments have Wi-Fi, electricity, water, heat and gas included in the cost of room and board. *Students are allotted an average of \$50.00/month towards electricity for the term of the lease. Overages will be divided and charged to each resident of the unit at the end of the lease.

NYCPM maintains expectations to be met by occupants (i.e., *turning off running water, tuning off lights and other electrical appliances as well as gas stoves for safety reasons and for the conservation of energy when not in use.*)

Air Conditioning and Heating units:

Each room in each apartment has a heating and air conditioning unit controlled either by remote control or a panel on the unit itself. The unit only cools down or heats up each room and is NOT intended to cool or heat the entire apartment. Air conditioning and heating units should not be on while no one is in the apartment.

The Bridges Apartment Furnishings:

Students are responsible for the maintenance of the furniture in their rooms; therefore, students should keep the furniture assigned to their rooms in their rooms. In addition, NYCPM-owned furniture is not allowed to be removed from the apartment. Students are not permitted to remove or trade furniture with other students. If a student needs a piece of furniture replaced, notify the NYCPM Student Housing Coordinator. Students will be

charged for repairing/replacing the furniture. Please refer to the "Housing Damages" Section on page 9 for additional information.

Students are encouraged to arrange room furniture in whatever manner they choose, provided that they meet the following guidelines:

- Furniture must remain on the floor and may not be suspended, stacked, or placed on supports.
- Furniture may not be moved from one room to another or exchanged between rooms or apartments. Room furniture has been specifically cataloged.
- It is recommended that students move into their room/apartment and assess the space before adding furniture.
- Violation of this policy is considered unauthorized use of property.

Additional Information:

All items listed below are available in New York City, so they don't have to be moved from home. Many of these items may be divided up between roommates for space and economic reasons. Feel free to bring things that will help make college housing feel more like home (as long as they are permitted.)

WHAT TO BRING:

- Bedding-- Bedspread/comforter, sheets, pillowcases - Bed Size: Twin XL or Full
- Pillow(s)
- Blanket
- Bath/Beach towels
- Personal Grooming items (soap, shampoo, conditioner, hair dryer, etc.)
- Laundry supplies & hamper, basket, or laundry bag
- Alarm Clock
- Hangers – each bedroom has generous closet space
- Flashlight, emergency kit of supplies
- Multi-plug power strips with built-in circuit breaker for electronics and appliances
- Storage bins, crates, etc.
- Coffee pot, toaster, can opener, cooking supplies, George Foreman grill, etc.
- Photos & room decorations (see restrictions below)
- Posters & supplies for hanging (ONLY supplies allowed for hanging. Poster mounts and removable mounts)
- Stereo, CD player, radio
- Personal computer, printer & cords (Optional—Computers are available for use on campus)
- Although the kitchen is equipped with a microwave, refrigerator, freezer and sink, plates, glasses and utensils are not provided. There is, however, plenty of storage space in the kitchenette
- Remember that New York has four seasons, pack clothing accordingly
- Cleaning supplies--cleaning products, broom, mop, dust pan, small vacuum, etc...

MOST IMPORTANTLY: *Bring an open mind, positive attitude, and the willingness to meet new & different people and remember to be respectful and courteous.*

WHAT NOT TO BRING:

- Halogen lamps, lava lamps
- Double-sided sticky tape
- Nails, hooks, etc. for walls
- Any decorations, shelves, framed pictures, etc. that are too heavy to be held up with the acceptable fasteners (tape on cinderblock walls & push pins on drywall)
- Space Heaters
- Ceiling fans or track lighting
- Extension cords
- Pets- This includes short term stays or visits.
- Candles (including all decorative candles with wicks, incense, oil lamps or any other items that have an open flame)
- Weapons of any kind (including decorative items, knives, paintball guns, air guns, etc.)
- Stolen road/traffic signs, cones, etc.
- Fireworks
- Gas grills
- Fabric, metal, paper or other wall hangings that cover over 50% of any wall
- Clotheslines
- Amplified guitars, drum sets, any other loud music instrument & sound systems
- Any items that do not fit into a room/suite/apartment--NO NYCPM issued furniture may be removed from the room/suite/apartment.
 1. It cannot be stacked
 2. NO Storage is available on campus
- Duct Tape – DO NOT USE DUCT TAPE FOR ANY REASON
- Decorative Wall mirrors which are produced in various shapes
- Doorway pull up bars

If there are any items not included in this list, please check with the Student Housing Coordinator.

HOUSING DAMAGES:

Damages to student rooms (including common areas) are the responsibility of the occupant(s). Each student will be responsible for any damage charges to the room for which they have been assigned.

In order to prevent problems later, it is suggested that students inspect their rooms thoroughly when completing the Room Condition Report (RCR) upon taking occupancy of a room. This task should be taken seriously and completed in detail.

- Any damage that occurs in a room can result in fines and/or fees charged to the student occupant(s)
- Items such as double-faced tape, adhesive tape, duct tape and masking tape are prohibited since they damage walls
- No painting may be done, locks added, or alterations made to any part of the building or equipment
- Any nailing, boring, or screwing into walls or woodwork is prohibited. Curtains may be hung with tension rods only
- Contact Paper or wallpaper (including borders) is NOT permitted on any surface of the apartment or room
- All shelf and drawer paper must be removed completely when an apartment/room is vacated
- Do not place labels or tape on any surface including the door in the apartment/room

Students have the opportunity to appeal damage charges/fees by contacting the Student Housing Coordinator within 10 business days of billing notification.

Common-Area Damage (Group Billing):

Damage charges for common areas will be shared equally by all occupants unless students provide written notice to the Student Housing Coordinator of a particular student who may be responsible for the damage.

Excessive room or common area damage may result in the reassignment or termination of the housing contract for those individual(s) found to be responsible.

Damage charges are used to assist in repairing or replacing damaged items. Faulty equipment, appliances, fixtures, furniture and damage should be reported to the NYCPM Student Housing Coordinator.

If there is damage in a room, do not attempt to repair.

Common area damage assessments are non-appealable, as they are not fines. They are made up of the time, materials and the administrative expense required to fix the damage and cleaning.

Room Condition Report (RCR):

On the day of move-in, students will be asked to fill out a *Room Condition Report* listing any pre-existing damage. Failure to document any existing damage may result in damage costs during check out.

Room Decorations:

When decorating students are responsible for maintaining the condition of their rooms. This includes not adding nail holes or hooks to the walls, no contact paper, no spray painting, and no paneling. When decorating, please note that no more than 50% of any wall may be covered with any kind of wall covering including fabric, paper, cardboard, metal, etc. Please **DO NOT** use halogen lamps when decorating the rooms. Do not use wall stickers or decorative mirrors.

Most of the room furnishings are moveable to allow arrangement of the room for personal satisfaction. Furniture should not be taken apart or stacked, with the exception of the dressers. NYCPM has no capacity to store any items; everything a student brings must fit into his/her room.

As alcohol and drug use can be inhibitors of students' academic success on all college campuses, the New York College of Podiatric Medicine does not permit bottle or can collections, or other monuments to alcohol and drug use in student apartments/dorms. If bottles, can collections, drug or drug paraphernalia is found in a student's apartment/ dorm, the student will face dismissal.

MOVE-IN, MOVE-OUT PROCEDURES:

Move-In:

An individualized move-in plan will be developed; however, generally during move-in students will be issued: a key fob (lobby entrance and package room door key), apartment key, (top lock and bottom lock) and a mailbox key. Students will also receive an orientation of NYCPM's Housing Policies.

NYCPM will have checked to see that all equipment in the apartment is properly installed. Each student will also be issued a *Room Condition Report (RCR) Form*, which will need to be thoroughly completed within 24 hours to 48 Hours after move-in. Indicating the current condition of the room, this form determines if damage charges are to be billed when the student vacates the unit. The Student Housing Coordinator will be available to welcome each student and assist with any questions.

Anything not reported as needing repair at the time of inspection will be assumed to be in good working order. Students will be held responsible for any damages not noted on the *Room Condition Report*.

It is the student's responsibility to ensure that furniture and boxes brought into the apartment do not scrape or otherwise damage the hallway/apartment walls, floors and doors. Service calls will not be made to perform touch-ups in an apartment due to move-in mishaps. The student will be charged for any repairs in public areas necessitated by damages caused by the student or anyone assisting the student during the course of the move-in.

Move-Out:

To move out of the Bridges, students must first contact the Student Housing Coordinator. A student must be completely moved out of his/her apartment before the Student Housing Coordinator can conduct a walk-thru. During the walk-thru, the student and the Student Housing Coordinator will record any changes to the room on the RCR. The student will be asked to turn in the unit keys as well as sign off on the RCR completed at check in.

Two weeks prior to moving out of college housing, students **MUST** fill out a change of address form with the U.S. Postal Service. This form is available either at the post office or online at www.changeofaddressform.com . Any mail received following the student's departure will be returned to sender.

- *Students are required to remove all personal belongings and any refuse from their room on moving day. All furniture provided must be in its original place and in good condition.*

Move-Out Policies:

Bulk Item Removal Fees:

Students who fail to remove their personal property prior to designated move-out date will be charged a fee of \$150.00 for any personal items left behind.

Cleaning Fees:

Students who fail to clean their rooms prior to the move-out inspection will be charged the cost of cleaning. A "cleaned" room includes the following:

- Floors broom swept
- Garbage removed
- Refrigerator/freezer cleaned (and emptied of food)
- All furnishings should be free of personal effects and wiped clean
- Walls must be free of adhesive

Early Termination:

Students have a one year contractual agreement. Earlier termination of the housing contract agreement will result in forfeiture of the student's housing deposit and the rest of the contract amount. Fee is subject to change without notice according to the property management.

Furniture Disassembly Fees:

Any disassembly, alteration or rearrangement of the room configuration provided by NYCPM will result in a fee of \$150.00 per piece of furniture disassembled or moved. This fee also applies to furniture items that were disassembled and reassembled incorrectly.

Keys:

It is the responsibility of the student to return his/her keys to the Office of Student Services, the Student Housing Coordinator on or before the last date of the contract. Failure to return the keys by the contract end date will result in additional days of rent to be charged to the student.

Miscellaneous Charges:

If the student's room or room furnishings have been damaged beyond the usual wear and tear (caused by mishandling, improper use, negligence, vandalism) the cost of the repairs and/or replacement of those items will be charged to the student. This includes damages to any property including wall damage incurred by wall hangings (i.e. nails, screws, thumb tacks, or anything causing the removal of paint.)

ROOM CONDITION:

Cleanliness & Sanitation:

It is important that a reasonable level of cleanliness be maintained in the apartments and rooms. Students are responsible for maintaining a reasonable level of cleanliness in their room and in the entire apartment. NYCPM does not provide the cleaning of student rooms. If it is determined that the level of cleanliness in a room or apartment is unacceptable, the student(s) may receive a written notice to have the space cleaned within 24 hours, or receive a cleaning charge (\$250.00) as well as a trash removal charge (\$100.00). All roommates will be charged if the responsible party cannot be determined.

Students are not permitted to sweep dirt, trash, or waste out of doors or throw such items from windows or terraces. Clotheslines are not permitted on apartment windows. Letting dirty dishes/trash/laundry pile up can create the conditions for infestation of insects and rodents. If it is determined that poor room and apartment maintenance is the source of an infestation of a unit, the student(s) will be charged the cost of extermination.

Trash and Recycling:

Each NYCPM student is expected to place their garbage in sturdy plastic bags which are securely tied shut to prevent spill and leakage. Trash cans and waste baskets should NOT exceed 13 gallons. Any trash bag above this size will not fit in the compactor chute.

No trash is to be left in any hallway, lounge, public area, stairwell, or at the exterior of the building. NYCPM reserves the right to inspect an apartment when a violation or citation is issued for improper trash disposal. Scheduled health and safety inspections will occur once each semester. Students will receive notice prior to the inspections.

Recycling bins are provided in the Refuse Room on each floor and are clearly marked. Students and/or units found to be in violation of the NYC Department of Sanitation recycling laws (clearly outlined in the handout provided at move-in) will be charged a \$100 fine.

Furniture:

Students are not permitted to remove any furniture provided by NYCPM from any of the bedrooms. Each bedroom should have the following:

- Bed (Twin or Full)
- Desk
- Desk Chair
- Floor Lamp
- Garbage Can
- 2 Drawer Dresser

Students are not permitted to remove any furniture provided by NYCPM from any of the common areas. Each common area should have the following:

- Dining table
- Dining chairs (4)

Students that remove or displace any furniture may be charged with a fine, or the replacement cost of the item.

Room and Apartment Maintenance & Repairs:

Students are not permitted to paint or make any changes to room walls, floors, or furniture. Students violating this policy will be required to pay for the room to be restored. Do not put any nails, screws, hooks or sticky substances in/on the walls. For safety reasons, no one is to lean outside any windows, climb outside any windows, sit on the ledge or try to clean the outside of any windows. Tampering with the wireless and cable hookup, smoke detector, sprinkler systems, appliances, telephone, window treatment, or heating/air conditioning unit is not allowed. Nothing is to be placed on top of heater/air conditioning unit or on windowsills.

Any malfunctions related to plumbing, electric supply, internet, appliances, windows, doors, lobby entry, elevators, etc., should be immediately reported to the NYCPM Housing Department at housing@nycpm.edu

If anything is damaged by the students, he/she will have to repay the building for the cost of repairs or replacements. NYCPM cannot service or repair any furnishings or equipment provided by students.

In case of an emergency maintenance situation, contact the Resident Assistant on-duty and the Bridges Superintendent emergency line (646-856-4731) after hours. Emergency repairs include major leaks and flooding, inoperative door locks and any problem that endangers the property or the safety of students.

Extermination:

The monthly pest control schedule will be posted in the lobby of the Bridges. While the Bridges will be responsible for the routine extermination of all NYCPM leased apartments, the student is responsible for reporting extermination concerns to Student Housing. In some extermination cases, the student will be asked to "prep" his/her room/apartment. Compliance is essential for all extermination requests. Students must abide by the following rules for extermination.

Roach/ Standard Extermination:

- All trash must be taken out of the apartment and placed in the garbage chute.
- All counter tops must be wiped down.
- All dirty dishes must be cleaned and put away into the cabinets.
- All clothes (dirty/clean) must be picked up off of the floor.
- All floors must be vacuumed and/or mopped.
- You must leave your top lock unlocked if you are not going to be present for the extermination.

Bed Bug/Flea Extermination:**Before Extermination:**

- No personal belongings or clothing should be left on furniture.
- Remove and bag all sheets and bedding from the mattress.
- All furniture must be moved at least 16 inches from the wall.
- Remove all picture frames, paintings and mirrors from the walls and vacuum all of the items thoroughly.
- Every room in the apartment must be prepared unless otherwise discussed

After Extermination:

- Wash all items and clothing in hot water. After drying at high heat, place clean clothes, linens, etc. into new plastic bags and completely seal the bags. Do not put items back into drawers or closets until all services have been completed.
- Place all shoes, sneakers and stuffed animals inside dryer and set the hottest setting for 30 minutes.
- Vacuum all of the furniture, bed frames, box springs, moldings, baseboards and flooring.

After notifying Student Housing of your extermination needs, the College will notify the Property Manager of the Bridges. An appointment will then be arranged. Once notified of the appointment via email, the student is required to resend confirmation of the receipt via email. Once confirmed, the student is responsible to prepare his/her room accordingly for extermination.

THE BRIDGES POLICIES:

- No pets such as dogs, cats and birds are permitted to be housed in the Bridges apartments, except for approved service animals.
- Smoking is prohibited in the lobbies, stairwells, hallways and elevators by New York City law.
- Garbage is to be placed into the garbage chutes in closed bags. Under no circumstances should bags of garbage be left on the floor in the area of the chutes.
- No locks can be placed on bedroom doors.
- Any maintenance issues should be addressed in e-mail form to housing@nycpm.edu.

Keys and Lock-Out Policy:

Students are responsible for keeping their keys with them at all times. In the event that a student should lose their keys, they must contact the NYCPM Student Housing Coordinator immediately. Under no circumstances is a student allowed to make copies and/or replace their own keys. Replacement of a lost key and accompanying fob entails a \$50 charge.

NYCPM HOUSING POLICIES:**Acknowledgement:**

NYCPM and students acknowledges that there is not a landlord/tenant relationship herein.

Alcohol:

The New York College of Podiatric Medicine abides by all New York State laws and statutes.

In accordance with NYCPM Policy, alcoholic beverages may not be consumed in any public places. This includes hallways or outside the buildings. The sale of any alcoholic beverage in NYCPM housing facilities or on campus is prohibited.

Complicity:

A student shall not, through act or omission, assist another student, individual, or group in committing or attempting to commit a violation of NYCPM's Housing policies. A student who has knowledge of another committing or attempting to commit a violation of housing policies is required to remove him/herself from the situation and report it to the NYCPM Student Housing Coordinator and/or the proper authorities. Failure to do so when reasonable under the circumstances may be the basis for a violation of this policy.

Disorderly Behavior:

Disorderly or aggressive behavior will not be tolerated. NYCPM has the right to ask the perpetrator to leave or call authorities if necessary.

Students are not to engage in any behavior that by reasonable community standards would be considered lewd, indecent, obscene, disorderly, harmful, or potentially harmful to self or others.

This type of behavior, as well as practical jokes and/or pranks, often lead to injuries, damage of personal or college property, and/or confrontations that may become violent. Therefore, any student involved in this misconduct will be subject to disciplinary action and possible dismissal from NYCPM housing.

The College reserves the right to remove a student who, over a period of time, indicates that he/she is not willing to abide by or adjust to NYCPM Housing policies and procedures. If a violation occurs, the alleged violator may be arrested and prosecuted within the appropriate criminal justice procedure.

Gambling:

Gambling anywhere in NYCPM college housing locations or NYCPM facilities is prohibited.

Hall Sports:

Hall sports of any kind are not permitted within any on-college housing. Hall sports include, but are not limited to: indoor basketball, indoor football, indoor Frisbee, ping-pong (except in the game room), beer pong, foosball (except in the game room), tag, chase, wrestling, skateboarding, etc. Rollerblades should be removed prior to entering any NYCPM building or housing facility.

Harassment:

Any behavior that creates an intimidating, hostile, or offensive environment or unreasonably interferes with the educational or work performance of any individual at any time is prohibited. Harassment can be verbal, nonverbal, physical or written, and includes the use of technology such as the telephone, voice mail, answering machine, e-mail, any form of social media or other electronic communication media.

Illegal Substances:

Students are required to abide by all federal, state, and city laws and regulations regarding the use, sale, and distribution of controlled substances. If NYCPM finds any student or visitor to be in possession of, using, selling or distributing any controlled and/or illegal substances (or in the case of prescription drugs, without a valid prescription) within the NYCPM apartments; NYCPM will contact the New York City Police Department.

The illegal use, possession, sale, delivery and/or manufacture of drugs will not be tolerated and may be grounds for immediate suspension or dismissal. Posting of drug-related paraphernalia in the apartments is also not permitted.

This action is subject to fines and student conduct action.

Inspections:

An apartment will automatically be scheduled for an inspection upon the issuance of a citation or violation for improper trash disposal, noise disturbance, excessive use of the air conditioning unit, etc. NYCPM reserves the right to inspect the apartment if it believes an emergency exists.

Insurance:

NYCPM does not assume responsibility for loss or damage from any cause to the personal property of the student. It is suggested that the student consult his/her insurance agent concerning the availability of protection against such loss. Students should consider acquiring renter's insurance to cover personal losses not covered by other forms of insurance.

Pets:

Because of public health regulations, pets are NOT permitted, under any circumstances, including brief visits or temporary stays. This applies to, but is not limited to: dogs, cats, birds, hamsters, snakes, mice and other rodents. A Health and Safety fine will be assessed to each student who possesses a pet.

In addition to a fine, students will be assessed for the cost of extermination in any rooms requiring pesticide for fleas caused by pets. Any pets found in violation of this policy may be removed immediately and turned over to the Animal Control Center or the Humane Society.

Students should not feed or otherwise encourage stray animals to frequent the area. Any student wishing to register a complaint regarding the keeping of an illegal animal should contact the NYCPM Student Housing Coordinator.

Physical Assault/Harm:

Students are not to engage in any behavior which inflicts, or is intended to inflict, bodily harm upon any person, including taking reckless action that results in harm to another person or self.

Residence Hours:

Students are able to come and go without restriction 24 hours a day and are not required to leave notice of their whereabouts. For reasons of safety and notification in case of emergency, students are encouraged to inform their roommate(s) of their whereabouts if they plan to be away from their apartment for any period of time.

An atmosphere conducive to harmonious living and studying must be maintained 24 hours a day in NYCPM's college housing. Because of the diverse lifestyles that must be accommodated in any group living situation, it is difficult to designate exact hours for study and sleep. Past habits have shown that most students tend to study or sleep in their rooms between 9:00 p.m. and 10:00 a.m.

Sexual Assault:

Students are prohibited from conduct which subjects another person to sexual contact by force, or while the person is incapable of consent, or when the person is under the influence of a substance which impairs his/her ability to consent. If a violation occurs, the alleged violator may be arrested and prosecuted within the appropriate criminal justice procedure, and subject dismissal from the College.

Signage:

Affixing any signs, flags, or banners on any part of the outside of a student room door, inside the room, hallways, stairwells, student lounge, lobby, bathrooms, outside the windows, or outside the building is strictly prohibited.

Solicitation:

Any unauthorized solicitation, recruitment or commercial sale of products in the building is strictly forbidden. In addition, prostitution and escort services are not permitted.

Smoking:

Smoke-free Environment Policy:

A smoke-free policy has been developed to comply with the New York City Smoke-Free Air Act (Title 17, Chapter 5 of the Administrative Code of the City of New York) and New York State Clean Indoor Air Act (Article 13-E of the New York State Public Health Law). The policy set forth below is effective March 30, 2003 for all [NYCPM] locations:

Smoke-free Environment:

All private (residential rooms, apartments, and bathrooms) and public areas (main lobbies, common lounges, study rooms, hallways, patios and stairwells) in all residential facilities are considered smoke-free. Students and their guests must smoke outside of college housing facilities. It is strongly recommended that smokers smoke far enough away from main entrances to respect the rights of non-smokers.

Compliance:

Compliance with the smoke-free environment policy is mandatory for all students, with no exceptions. Students who violate this policy are subject to disciplinary action.

Storage:

There is no storage space available. Students should only bring what they can keep inside his/her room.

Threatening Behavior:

Threatening behavior is defined as any statement, communication, conduct or gesture, including those in written form, directed toward any member of the College community that causes a reasonable apprehension of physical harm to a person or property. A student can be guilty of threatening behavior even if the person who is the object of the threat does not observe or receive it, so long as a reasonable person would interpret the maker's statement, communication, conduct or gesture as a serious expression of intent to physically harm.

Unauthorized Entry:

Forced or unauthorized entry into any residential building, apartment or room is prohibited. If a violation occurs, the alleged violator may be arrested and prosecuted within the appropriate criminal justice procedure.

Weapons:

The New York College of Podiatric Medicine enforces the New York State and New York City law on firearms or other weapons on college property.

New York State Law:

In accordance with New York State Penal Law § 265.01 and Penal Law § 265.35, it is a crime in New York State to possess a rifle, shotgun, air gun (including BB guns), spring gun, or other firearm when in the buildings or on the grounds of any school, college, or university, even if a student has a valid New York State firearm permit. It is also a crime to possess nunchacks (or karate sticks), daggers, switchblades, locking butterfly knives, stun guns, and any other instruments that are deemed unlawful by New York State Penal Law Article 10.

NYCPM Policy:

It is a violation to possess, carry, or use firearms, including rifles, shotguns, and other assault and automatic weapons, ammunition, explosive devices of any description, other dangerous weapons, instruments, or substances on owned or leased NYCPM School property, or at any event sponsored by NYCPM on any other property. This policy applies to weapons carried about the person or stored within any parked vehicle on NYCPM property. Also included as dangerous weapons are harmless instruments that are designed to look like or may be used by a person to cause fear and/or produce bodily harm. NYCPM reserves the right to further determine the definition of a weapon and may prohibit other devices on an individual basis.

Students found to be in violation of the New York State Law and NYCPM Policy will be subject to but are not limited to one or more of the following: expulsion, suspension, reprimand and permanent notation on the record of the violator. NYCPM will report the violation to local law enforcement authorities. For more information please refer to New York State Penal Law § 265.01 and Penal Law § 265.35.

Parental Notification:

NYCPM reserves the right to contact the parent(s) or guardians(s) of students under the age of 21 involved in dangerous and/or inappropriate behavior.

COURTESY AND QUIET HOURS:

Each student is expected to be considerate towards other students who choose to study or sleep. Quiet hours are Sunday through Thursday, 11:00 PM to 8:00 AM, and Friday and Saturdays, 1:00 AM to 8:00 AM. During Quiet Hours, noise must be kept at a minimum level so that it cannot be heard in others' rooms. Radios, stereos and televisions must be played at lower volume levels.

If a student has a problem with noise, the first step is to talk to the student(s) who are creating the noise. If the noise continues after a student has confronted the situation, contact the NYCPM Student Housing Department.

Noise:

Students are expected to use discretion where and when noise is concerned both in and around the student apartments. Therefore, excessive noise is prohibited at all times. Courtesy hours are always in effect, and students are asked to be considerate of others' rights to study and sleep. During these hours, the environment is to be one that is conducive to studying.

Loud stereos, gatherings in hallways, and other disturbances will not be allowed. Due to the nature of these instruments, drums and amplified sound equipment are not permitted in any college housing. Students, who wish to play music or practice their instruments should wear headphones, or play at a low volume out of respect to their roommate and neighbors.

The apartments are communities. A reasonably quiet atmosphere is required for students to pursue their studies. Excessive noise or disruptive conduct is not permitted at any time (this includes, but is not limited to music being played out of the windows, slamming doors, loud yelling in public areas, etc.) Students are expected to respect the rights of their fellow students at all times. Noise in any room with the door closed should be barely audible in adjacent rooms.

GUESTS:

Any invited guests are expected to abide by all NYCPM policies, procedures, regulations and standards. The host is responsible for the actions of his/her guests at all times. All students and all guests are at all times subject to the laws of the State of New York.

The privilege of hosting overnight guests is extended with the understanding that roommates will communicate and agree on a time, date, frequency and duration of each other's visitors. Students are expected to be courteous to one another, show willingness to make compromises, and act in good faith when sharing a living space. The Student Housing Manager may restrict or prohibit guest privileges in a particular room if the roommates cannot come to a reasonable agreement about visitation.

Short-Term Guests:

A student is permitted to have a short-term guest (one whose stay is for a few hours, but not overnight) at any time, provided that there is no interference with the rights of a roommate.

A roommate has the right to request that a short-term guest depart during Quiet Hours.

Overnight Guests:

Students may allow guests to stay overnight in their rooms.

However, to preserve roommates' rights and community standards in the apartments, the number of overnight guests and frequency of overnight guests are limited. Overnight guests are subject to the same procedures and conditions for short-term guests as outlined above.

In addition, the following procedures and conditions apply to overnight guests:

- Generally, an overnight visit is defined as a stay of seven hours or more, which includes any of the hours between 11:00 p.m. to 8:00 a.m.
- A student may not have more than two (2) overnight guests at one time.
- A student may not have an overnight guest for more than four (4) consecutive nights.
- No children under the age of 16 are allowed to stay overnight.
- A student may host overnight guests no more than eight (8) nights per calendar month, whether with the same or different guests.
- Under no circumstances can a guest stay overnight without the student being present.
- Guest must be met at the lobby and escorted back to the lobby when leaving.

FIRE, ROOM AND TRAVEL SAFETY:

Fire Safety & Emergency Procedures:

Candles, incense, oil lamps, tiki torches, etc. are not permitted in college housing or its surrounding areas. These items produce an open flame or hotspot that produces smoke. They may inadvertently set off the smoke alarm system, causing a false alarm. They may start a fire.

Students are encouraged to bring irons and curling irons that have an automatic turn-off feature. Live Christmas trees are not permitted in college housing. No fireworks or gas grills are allowed in or around any college housing.

Students are **not** allowed to bring halogen lamps. Halogen lamps burn up to 10 times hotter than an ordinary light bulb, causing a potential fire hazard.

In keeping with NYCPM Fire Safety policy, students should store nothing, including bicycles, in the hallways or under any stairwell.

Firefighting, detection, and alarm equipment is provided for the protection of all students. Misuse of, or tampering with this equipment is a violation of college regulations and state criminal statutes, and may result in any one or combination of the following: immediate termination of their housing, college disciplinary action, and criminal fines and/or imprisonment. Students are required by state law to evacuate a residence when a fire alarm is activated or during other emergencies.

Fire Safety:

Things to know:

- The layout of the floor.
- The location of all stair exits from the apartment floor.
- The number of doors between each apartment and the exit stairs. This is essential knowledge to find the exit in the dark.
- Where the apartment key is located. Students should take their key with them if they are forced to evacuate.
- The location of fire alarm boxes.

Turning in a false fire alarm is against the law. Students will be subject to punishment to the fullest extent of the law and face eviction.

In case of any medical or police-related emergency, call 911. After calling 911, contact the Student Housing Coordinator.

Reporting False Emergencies:

The intentional false report of or the intentional failure to report a bomb, fire, or other emergency in a housing facility or on College property is strictly prohibited. This includes misuse of fire alarms and the intentional activation of smoke alarms. If a violation occurs, the alleged violator may be arrested and prosecuted within the appropriate criminal justice procedure.

Hazardous Materials:

Hazardous materials including, but not limited to: gas, propane, chemicals and gas grills are not permitted in NYCPM housing facilities under any circumstances.

Room Safety:

Students should:

- Always lock the front door.
- Never give out the keys to anyone.
- Recognize who belongs on the floor and who is a stranger.
- Immediately contact the Student Housing Coordinator if there is an uncomfortable situation with anyone's visitor.
- Never provide access to any guest who may prove to be a potential safety risk.
- Never allow guests to wander unescorted throughout the Bridges.

Traveling in New York City:

New York City is one of the great cities of the world. However, like any big city, students should be aware of their surroundings, no matter what time of day. Here are some tips provided by the New York City Police Department. Students should:

1. Carry their wallet in an inside jacket pocket or side trouser pocket, never in the rear pocket.
 - a. Carry pocketbooks in the bend of their elbow.
 - b. If there is a long strap, wrap it around the bag. Credit cards and cash should be carried in pockets.
2. Keep pocketbooks on their laps when dining out, not dangling over the back of a chair.
3. Avoid placing pocketbooks on hooks on the back of a fitting room or bathroom door, where someone can easily reach over and removed them.
4. Never enter an unsolicited car service vehicle. Yellow medallion taxis are the only vehicles permitted to pick up fares on the street.
5. Always carry a cellular phone.
6. Contact police assistance, if an emergency occurs; Dial "9-1-1".

Mass Transit:

When traveling on the New York City transit system, try to purchase a Metro Card in advance in order to avoid using money when traveling late at night.

- While waiting for the subway, stand in the yellow area marked "Off Hours Waiting Area" or near a manned token booth outside the turnstile until the train enters the station.
- Ride in a crowded car of the train, or ride in the car with the conductor.
- Be wary of people asking for money



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