

MOHAWK VALLEY COMMUNITY COLLEGE DORMITORY CORPORATION

ROOM AND BOARD AGREEMENT 2026-2027

Term of Agreement: THIS AGREEMENT IS FOR THE FULL 2026-2027 ACADEMIC YEAR, FALL & SPRING SEMESTERS, OR IN THE EVENT OF MID-YEAR ADMISSION, THE REMAINING PORTION THEREOF.

Residence Hall Room & Board Expenses: PER SEMESTER (Subject to minimal annual increase)

These costs are **all inclusive** for room, meals, free laundry, utilities and high-speed Wi-Fi.

Room Cost		Resident Meal Plans (Board)		Fees	
Double Room	\$3595	Gold (Default Plan) 14 Meals Per Week & \$100 Hawk Dollars	\$2,595	Security/Damage Deposit	\$100
Single Room	\$3995	Silver (Limited Availability) 10 Meals Per Week & \$100 Hawk Dollars	\$1,925	Social	\$35
Triple: Special request only, when available		Platinum 17 Meals Per Week & \$100 Hawk Dollars	\$2,930	Residence Hall Orientation (1 st time students only)	\$45
				Optional Property Insurance	\$70

*Meal Plans listed above are subject to change as MVCC redesigns meal plans to accommodate student needs & preferences.

Security/Damage Deposit:

A \$100.00 deposit will serve as a security deposit until you take possession of your room key in the first semester of occupancy. Any student who fails to take possession of the room as scheduled will forfeit the deposit, subject to the Deposit Refund Schedule. After taking possession of a room, the deposit serves as a damage deposit. This deposit will be refunded within approximately forty-five (45) days of terminating occupancy, subject to the following:

- Charges will be made against the deposit for any room damage or loss beyond normal wear. Liability for damages is not limited to the amount of the security deposit.
- Charges will be made against the deposit for damages to main areas, which are deemed the responsibility of all students in that area, if individual responsibility is not determinable.
- Charges will be made against the deposit for failure to return Residence Hall keys or similar College/Dormitory Corporation property.
- Charges will be made against the deposit for improper check-out, not to exceed any refundable balance.
- Charges will be made against the deposit for any outstanding financial obligation due to the College/affiliated agencies.
- Charges will be made against the deposit as noted in the Room and Board Agreement release policy as noted below.

Security/Damage Deposit Refund Schedule

Refund: Written Notice of withdrawal must be received by:	Fall Semester: May 31, 2026	Spring Semester: December 1, 2026
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Note: A deposit paid on or after May 1 (Fall Semester Deposit) or November 1 (Spring Semester deposit) is refundable for a period of 30 days. However, in no case will the deposit be refundable as of one week prior to scheduled occupancy.

Room & Board Agreement Release Request:

THIS AGREEMENT IS BINDING FOR THE FULL 2026-2027 ACADEMIC YEAR, FALL & SPRING SEMESTERS, OR IN THE EVENT OF MID-YEAR ADMISSION, THE REMAINING PORTION THEREOF. Residents leaving the residence hall during the term of residency covered by this agreement, continue to be liable for room and board charges which accrue against their account. Residents who request to terminate this Agreement for any reason must submit a Room and Board Agreement Release Request Form. **The MVCC Dormitory Corporation, in its sole and absolute discretion, reserves the right to deny any and all Release requests.** If, however, early termination of the Agreement is requested due to the student's military deployment, a full refund shall be granted for the semester(s) in which military service is required.

Residence Hall Room, Board and Fee Refund Schedule (Subject to Agreement Release Request Approval):

1st semester of student's occupancy in academic year:

"Adjustment Weeks" Room, Meal Plan & Social Fees Refund:

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| *Prior to the start of classes. | 100% |
| *During the 1 st calendar week of classes. | 75% |
| *During the 2 nd calendar week of classes. | 50% |
| *During the 3 rd calendar week of classes. | 25% |
| **After 3 rd week of classes | 0% |

* Automatically released from Agreement for Spring semester.

** Subject to 2nd semester cancellation fee.

Note: If the College incurred a cost for the meal that exceeds the above percentages, the student will incur the actual cost.

2nd semester of scheduled occupancy in academic year.

Room & Board Agreement Release *Not Approved*: Full Room & Board bill for Spring semester.

Room & Board Agreement Release Request *Approved*:

- Submitted Prior to December 1: Cancellation Fee \$350*
- Submitted After December 1: Will be billed 25% Room and Board for Spring semester. Percentage will increase in accordance with "adjustment weeks" schedule if student already took possession of room in 2nd semester or if the College incurred a greater cost for the meal plan.

*\$350 Cancellation fee waived for graduates and military service.

Residence Hall Room, Board and Fee Refund Schedule: Notes:

- a) Reductions of room and board fees, if applicable, will be based upon date of completed Residence Hall check-out procedures including return of keys, removal of personal property and trash and completion of Room Inventory Form.
- b) Room, Board and Fee refund policy is subject to revision in order to complement the most recent Mohawk Valley Community College refund policy. Acceptance of financial responsibility of College Bill applies to the Room and Board Agreement.
- c) Refunds are available when all outstanding financial obligations due to the Dormitory Corporation and affiliated agencies are satisfied.
- d) In the event the Corporation must use legal remedies to collect a balance due, collection fees, in addition to the balance due, will be the responsibility of the student.

Appeal Procedure: Appeals, including medical, of the deposit or refund schedule may be made in writing to the M.V.C.C. Dormitory Corporation, no later than thirty (30) days after the end of the academic year in which the charges were incurred, when possible. Appeal must include documentation where appropriate. Appeals may be made via US Mail to MVCC Dormitory Corporation 1101 Sherman Drive Utica, NY 13501 or via email to reslife@mvcc.edu.

Scope of Agreement: This Agreement is a license and not a lease, does not create or constitute an interest or right in real property, and can be terminated at any time by the College for due cause, violation of this Agreement, or as provided in applicable College policies, without the necessity of formal eviction proceedings. This license is not for a particular room and does not entitle the student to a particular roommate; room and roommate assignments are subject to change as provided in this Agreement and/or College policies. The license granted by this Agreement may not be transferred by the student to any other individual.

Financial Aid: Students whose payment for housing includes approved financial aid will be fully obligated to pay the balance of any housing fees as a result of financial aid that does not materialize or for which the student is deemed ineligible for any reason.

Unconditional Rights of the Dormitory Corporation:

- a) The College/Dormitory Corporation reserves the right to enter/inspect rooms without notice for health, safety and maintenance reasons. This includes the right to enter a student's room and/or suite, or any other area in the residence halls, for safety and maintenance purposes, to protect the general health or welfare of the residence, to enforce safety and fire rules and regulations, to maintain an educational environment in accordance with College policies, Residence Hall Rules and Regulations or whenever College/Dormitory Corporation personnel have reason to believe that such action is warranted in connection with suspected violations of applicable law or College policies or Residence Hall Rules and Regulations.
- b) Public Safety and Residence Hall staff may, at any time and for any lawful reason, deny person(s) access to the residence halls and/or require person(s) to leave the residence halls and/or College property. All persons entering the residence halls may be required to present a valid photo ID.
- c) The College/Dormitory Corporation may terminate the Room and Board Agreement and take possession of the room at any time for violation of the Residence Hall Rules and Regulations as enumerated in the Student Handbook, the MVCC Code of Conduct, this Agreement, or for non-payment of Residence Hall fees. The College/Dormitory Corporation may exclude a student from specific services or programs due to non-payment of Residence Hall fees.
- d) Residence Hall staff and College staff are delegated responsibility to take action necessary to insure the health, safety and welfare of the students and the Residence Halls. The responsibility of the interpretations of the Residence Hall rules, as well as their enforcement, is solely that of the Residence Hall and College staff, and affiliates.
- e) The College/Dormitory Corporation will work to resolve facilities related concerns as quickly as possible. However, the Dormitory Corporation will be entitled to room and board charges, regardless of facilities related concerns. Room rate adjustments are not provided as the result of facilities related issues, including power outages, water main breaks, and other similar events.

Use of Residence Halls:

- a) A room may only be occupied by the student(s) assigned to it.
- b) Residence hall occupancy is for the entire academic year; residence halls must be vacated at the end of the Spring semester.
- c) Students shall not use the assigned room, or any other part of the facility in which the assigned room is located, for any commercial business or purpose without the prior written consent of the MVCC Dormitory Corporation. Rooms are intended for residential use only.
- d) Permanent check-out procedures include removal of personal belongings and trash, check-out signature on the Room Condition & Inventory Form with a staff member and return of room key(s) to a staff member by the student. Failure to remove personal belongings and trash upon residency termination or an imposed deadline will imply authorization for Residence Hall officials to remove/discard property from room. (See item "e" below) A \$50.00 charge will be assessed.
- e) Students must vacate the residence halls and follow check-out procedures for each break that the Residence Halls are closed and at the end of each semester.
- f) The student may leave personal belongings in assigned accommodations during breaks only, not the conclusion of academic year, at the student's risk, providing they are returning to the same room assignment after the break.
- g) Items authorized to be placed in Residence Hall storage locations will be donated or discarded if not claimed within 30 days, or upon the term stated in an alternate written agreement.
- h) Students who withdraw or are academically dismissed between the Fall and Spring semesters are required to remove all personal belongings and follow proper check-out procedures within 5 days. See "d" above.

- i) Students who withdraw from the college mid-semester are required to remove all personal belongings and follow proper withdrawal procedures on the same day on which the withdrawal becomes effective. See "d" above.
- j) A student will have no right to enter, use or occupy the residence hall when college is not in session, unless preapproved.
- k) Students will be held financially responsible for damages to their room and its furnishings and for any loss or damage caused by themselves or their guests. This does not include normal wear that may occur. Damage to property within a reasonably defined area (e.g., a room, floor, wing, hallway, etc.) that cannot be attributed to an individual will be charged to residents of the area on a pro rata basis as determined by the College and/or Dormitory Corporation in its sole discretion. .
- l) Students are responsible for daily cleaning and care of their room which maintains a hygienic atmosphere.
- m) Students are liable for theft, damage or loss to their personal property. Neither the College nor the Dormitory Corporation shall be liable for any personal injuries sustained by a resident or by any of the resident's guests or invitees in or about the resident's residence hall room, or other areas in or about the residence facilities, or for any loss of, damage to or theft of the resident's personal belongings or those of the resident's guests or invitees, resulting from any cause whatsoever unless the injury, loss, damage or theft is caused by the intentional or grossly negligent act or omission of the College or Dormitory Corporation or their employees. The resident releases the Dormitory Corporation and the College and their trustees, officers, employees, agents, contractors and representatives from any and all claims the resident may have in the future, waives all such claims, and agrees not to sue the Dormitory Corporation or the College or their trustees, officers, employees, agents, contractors and/or representatives for any such claims, for liability arising out of any such injury, loss, damage or theft, including but not limited to claims arising out of the negligent acts or omissions of any or all of the foregoing persons/entities or others.
- n) Neither the College nor the Dormitory Corporation carry or provide insurance for the personal property of others. The Corporation strives to enroll students in a limited optional property insurance policy.
- o) Any student convicted of a felony, (except a conviction in connection with an ACD (adjournment in contemplation of dismissal), a youthful offender adjudication, or a sealed conviction), or a student who is placed on parole, domicile restriction, or County supervision, to include probation, (except where such condition was imposed in connection with an ACD (Adjournment in Contemplation of Dismissal) or a youthful offender adjudication), or becomes a registered sex offender while already granted a room in the Residence Halls, MUST notify the Office of Residence Life in writing immediately. This may or may not affect continued residency.

Room Assignment:

- a) Room assignments are made in reference to 1- New Residents: by the date the \$100.00 Security/Damage Deposit and Resident Information & Preference Form was received/approved and the housing management software analytics 2- Returning Residents: number assigned in Room Selection Process
- b) The Dormitory Corporation does not guarantee a room assignment and/or roommate requests.
- c) The Dormitory Corporation reserves the right to assign students to fill vacancies, to re-assign students and to make changes in room assignments. This includes, but is not limited to, the right to move students who violate College policies and/or to mitigate roommate conflicts. Residents who have a vacancy in their room may not assume occupancy of the entire room or deny access to prospective roommates assigned to the room.
- d) The Dormitory Corporation reserves the right to temporarily triple rooms. The student account will be adjusted to reflect triple room rate for the dates that room was tripled.
- e) All room assignment changes must receive prior approval from a Residence Life Office professional staff member.
- f) Room will be cancelled for a scheduled student who does not take possession of room keys prior to the 2nd day of classes, unless an alternate check-in day is approved. Room will be cancelled for a student not scheduled by the first day of classes immediately. This does not relieve the student from the obligations of this Agreement.

POLICIES:

Academic Eligibility: Students are subject to the Academic Eligibility Policy in effect at the time of entering this Agreement. See mvcc.edu/housing for most up to date policy.

Academic Requirements: Students must be enrolled full-time (12 credit hours) each semester to reside in the residence halls. If a resident falls below the 12-hour credit requirement, eligibility to reside in the halls may be revoked and this Agreement may be terminated. Any student residing in the Residence Halls must be a full-time student in a MVCC-affiliated education program to be eligible for campus housing. Reduction in course load to below 12 equivalent credits is subject to approval by the Dean of Student Life. Students must pre-schedule the next semester classes prior to the close of the present semester, as required. Student agrees to participate in College academic success initiatives, as necessary.

Age: All residence hall students must be a minimum of 18 years of age no later than the end of their first semester of occupancy. Request for exceptions may be directed to the Residence Life Office.

Code of Conduct & Residence Hall Regulations: Resident must comply with all published MVCC policies and rules, including the Code of Conduct; all Residence Hall Regulations within the on-line MVCC Student Handbook; any directives of authorized College/Dormitory Corporation personnel; and any applicable federal, state or municipal laws, codes, rules or regulations. NOTICE: Security Cameras are used on the premises to record and/or monitor activities and aid in the investigation of incidents.

Public Health Laws: Students must have an immunization record on file in the MVCC Health and Wellness Center in compliance with Public Health Laws 2165 and 2167.

ASSUMPTION OF RISK: If the Dormitory Corporation is unable to perform its obligations, or if such performance is hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, pandemics, disease, earthquakes, any act or order of any public or governmental authority, administrative or judicial regulations, order or decree, or by any local or national emergency, or any other cause or event beyond their control, whether foreseeable or not, then the Dormitory Corporation shall be excused from its performance under the Agreement with no liability. There will be no recompense, compensation, refunds, or reimbursement due or payable to students, in whole or in part, for any interruptions to student's use of the dormitory or the Room and Board Agreement as a result of the events stated above. Should the Dormitory Corporation offer a student credit to their account after consideration of all encumbered expenses, such credit will only be allowed as a future credit to next semester costs of the student.

NOTICE OF NON-DISCRIMINATION POLICY: It is the policy of the MVCC Dormitory Corporation to provide equal opportunity for all qualified applicants, students, and employees; and to prohibit discrimination on the basis of race, color, creed, sex, religion, national origin, ancestry, shared ancestry or ethnic characteristics, citizenship or immigration status, gender identity or expression, age, disability, marital status, military status, criminal conviction, sexual orientation, pregnancy, predisposing genetic characteristics, domestic violence victim status, familial status or veteran status. For a copy of the non-discrimination policy and procedure please visit <https://www.mvcc.edu/student-handbook/policies-regulations/anti-discrimination-and-anti-harassment-policy-and-procedures.php>

Changes/No Waiver/Governing Law: Any change to this Agreement must be in writing and signed on behalf of the Dormitory Corporation to be effective. The Dormitory Corporation's exercise of, or failure to exercise, any right or remedy under this Agreement shall not be considered a waiver of any other right or remedy or of the Dormitory Corporation's right to exercise that right or remedy in the future. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles. Jurisdiction of any litigation with respect to this agreement shall be in New York, with venue in a state or federal court of competent jurisdiction located within the geographic boundaries of the federal Northern District of New York. No term or condition of this Agreement can be waived or modified, and no statement made by the Dormitory Corporation or the College, or their agents, is considered a waiver or modification of any term or condition of the Agreement, whether expressed or implied. If any provision of this Agreement is held invalid, it shall be modified to the minimum extent necessary to make it enforceable, and that the remaining provisions shall continue in full force and effect.

MEAL PLAN (BOARD) AGREEMENT **Note: The current MVCC Food Service Meal Plans are subject to change.**

All students assigned a residence hall room are required by policy to participate in a meal plan. To access the meal plan all students need to have their current Student ID card with them. Meal Plans are provided by Dining Services.

"Hawk Dollars" (Declining Balance): The declining balance portion of the meal plan, known as "Hawk Dollars" can be used toward purchases in any on-campus dining retail operation. Additional "Hawk Dollars" can be purchased directly from Auxiliary Services. Any remaining "Hawk Dollars" at the close of the Fall semester are transferable to Spring semester, providing you continue to incur a meal plan charge in Spring. Any remaining "Hawk Dollars" at the close of the Spring semester are non-refundable. Additional Hawk Dollars can be added to any meal plan.

Meal Plan Changes: Meal plan changes are limited to the first two weeks of classes. All changes are subject to Auxiliary Services Corporation approval. Students who have used "Hawk Dollars" in excess of the amount allotted in the new plan are responsible for the difference.

Dining Hall Schedule: Meals for each semester will begin no later than the day before classes. During scheduled College breaks, the last meal before the recess will be dinner (unless otherwise notified via menu). Meals will resume after the recess on the day before classes restart (unless otherwise notified).

Meal Swap and "To Go": Students can use their meal plan swipe in the Snack Bar; this is equivalent to one swipe in Hawks Nest. A Meal swipe equals one entree, two side, and a medium 24 oz. fountain drink or bottle of water. A student may also take advantage of the meal plan "To Go" program that will allow a student to take-out their meal in the college approved container.

Change in Service: In the event of an unanticipated delay or cancellation of classes, i.e. "a snow day", the meal schedule will revert to weekend schedule. Neither the College nor Dining Service is liable for service reductions that occur due to circumstances beyond our control (i.e. utility failure). Theme meals may occur up to four times per semester. Theme meals provide a different style of delivery, and all formats may not be available.

Special Condition:

Special Diet: If participants have any questions concerning their diet, contact the Dining General Manager/Executive Chef.

Meal Conflicts: Students who are unable to obtain meals during the normal schedule due to a work or academic conflict may contact a Dining Hall manager in advance to arrange for an alternative.

Sick Trays: Sick trays are available to meal plan participants from the College Nurse or from a Residence Hall professional staff member.

Food-Allergic Individuals: Eggs, milk, wheat, shellfish, fish, soy, peanut, tree nut products, and other potential allergens are routinely handled and prepared in our cafes and kitchens. A conversation/meeting/email with the Chef on campus is highly recommended. Please inform the dining hall manager on duty if you or a person in your party has a food allergy. Please direct questions to the Dining General Manager/chef or contact the Office of Accessibility Resources in WH129 to discuss allergy accommodation.