



**The Summit at Queens College**  
**2009-2010 Rules and Regulations**  
Q STUDENT RESIDENCES, LLC, OWNER/LICENSOR  
Capstone On-Campus Management, Management Agent

These Rules and Regulations are outlined in addition to those specifically enumerated within the license and are agreed to by the Resident for the purpose of preserving the welfare, safety and convenience of all of the Residents of The Summit at Queens College, for the purpose of making a fair distribution of services and facilities for all Residents, and for the purpose of preserving the Owner's property from abusive treatment. With proper notice, the rules and regulations outlined below may be subject to modification, during the term of the license. Notwithstanding anything else contained herein, in the event that any provision of these "Rules and Regulations" conflict with the College's and CUNY's guidelines, policies or procedures, the guidelines, policies or procedures of the College and/or CUNY shall govern.

**Terms to Note**

- Capstone On-Campus Management, is the "Agent" for The Summit at Queens College
- "Resident" refers to Queens College students residing in The Summit.

**1. Implied Consent.** Residents are responsible for all activities that occur within their living space (apartment). By failing to report behaviors or items that violate the policies and regulations of The Summit, the Resident has demonstrated an implied consent for the violations. Residents are responsible for taking an active role in ensuring that inappropriate behaviors or items do not exist in their living space (apartment) or building. It is the Resident's responsibility to report behaviors that violate The Summit's policies to a staff member. Passive participation in events that violate policy will not be tolerated and in determining responsibility, may be viewed as equal to active participation. Residents will be considered in violation of policy if they fail to report and then remove themselves from activities or situations which violate The Summit rules and regulations.

**2. Drug and Alcohol Policy.** Residents of The Summit shall abide by Queens College policies, procedures and regulations and local, state and federal laws regarding alcohol and illegal drugs.

The possession, sale, distribution, or provision of any illegal drug or drug paraphernalia is prohibited. Students found to be involved with drugs in or around The Summit may be referred to the Queens College Judicial system and the case will be resolved in accordance with Queens College and CUNY Article XV or Rules for Maintenance of Public Order. Where applicable, sanctions may address both the Resident status in The Summit and the student status of the respondent with the college. Violations of drug policy may result in Immediate License Termination and/or Suspension/Expulsion from the college.

The possession, consumption, and/or sale of alcohol are prohibited, regardless of age. Violations may result in administrative and/or disciplinary sanctions.

Violations of the Alcohol Policy outlined herein may result in administrative and/or disciplinary sanctions. Serious or repeated violations may result in the License being terminated.

**3. Parties and Events.** Parties are not permitted. Floor lounges and other common areas must be reserved in advance for use for a meeting or event. Whether in apartments, bedrooms, or other gathering spots, social gatherings must not:

- a) become too large for the host Resident(s) to exercise responsible control over the behavior of Residents and guests,
- b) expand beyond the boundaries of the apartment or reserved common area, or
- c) be open to all or advertised in any way.

The Summit Staff and Queens College Public Safety Officers, if necessary, will intervene and instruct the host(s) to end the event when gatherings:

- a) result in excessive noise, damage or destruction, fighting or other disruptive behavior
- b) exceed the normal boundaries, with persons gathering in hallways, stairwells, lounges, entrances, and other common areas

c) have been advertised or promoted through flyers, posters or other means including electronic media.

**4. Access by Non-Residents.** Non-Residents (including family), may not use the premises if the Resident is on vacation or is for any other reason not present unless accompanied by the Resident. Residents may not give their access key card or room key to any non-Resident. Residents who have allowed non-Residents access by providing them with an access key card or room key may be considered in default of the License.

**5. Pets.** The presence of any animals or pets on the Premises or about the Property is prohibited, with the exception of fish. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are prohibited. Any student found to possess a pet of any kind other than fish will be subject to disciplinary action and will be charged a fine of \$100.00 per occurrence. Service animals are allowed with the prior written notification and documentation of need in accordance with the Americans with Disabilities Act to the Agent.

**6. Smoking.** Consistent with New York State Laws governing public facilities and the Queens College campus facilities, The Summit is a smoke-free community. Smoking is not allowed in apartments, lobbies, common areas, hallways, offices and is prohibited in all other public and private areas within The Summit. Smoking outside the building is limited to designated areas and any resultant refuse such as cigarette butts must be properly disposed of.

**7. Quiet and Academic Living Environment.** Conduct that infringes upon the rights of others to a quiet, academic living environment is not acceptable under any circumstances and is cause for disciplinary action and removal from The Summit. Such conduct includes intentionally or recklessly causing physical harm, or threatening physical harm to any person, including assault/battery, intentionally or recklessly provoking and/or engaging in physical fights or harassing any person in such a way as to seriously or repeatedly interfere with that person's academic pursuits, sleep, and/or other personal pursuits. This includes malicious pranks and issuing threats.

**8. Noise.** Excessive noise is not allowed and courtesy hours are always in effect. Noisy or disruptive behaviors which interfere with another person's or a group's free exercise of academic or personal pursuits or their ability to sleep or study, including: music, television, or other electronic equipment playing at high volume, excessive yelling, music practice, violations of established floor/hall quiet hours, large gatherings/parties, and other types of noise are prohibited and will not be tolerated. If a student has a problem with noise, the student is encouraged to talk to the other student(s) who are creating the noise. If noise continues, then the student should contact a Summit staff member to request assistance.

**9. Conduct.**

*Sports Equipment* – Use of any sports/recreational equipment except in designated areas is prohibited. The use of equipment prohibited within the premises include but are not limited to: roller blades, scooters, bicycles, skateboards, footballs, soccer balls, basketballs, baseballs, volleyballs, lacrosse equipment, field hockey equipment, nerf balls, and Frisbees. Bicycles are prohibited from the building and must be stored in exterior bicycle racks.

*Endangering Behavior.* The Agent may terminate this License prior to the expiration of the License and immediately remove Resident and his or her guests from the Premises in the event the Resident's behavior or the behavior of any of Resident's guests is or has the potential to become dangerous to the Resident or others.

*Guests.* Resident will be held responsible for the conduct of their guests, including payment for any damages caused by their guests' behavior. Resident's guests' visits may not exceed three consecutive days, and six days in any month.

**10. Transferring Apartments.** The Agent shall not be liable for any personal conflict of Resident with any other Residents that reside at the Property or their guests or invitees. Therefore, a conflict between Residents does not constitute grounds for termination of the license. However, the Agent acknowledges that there may be valid reasons why a request for transfer to a different apartment would be considered and approved. Any Resident desiring a transfer should make a formal written request to The Summit Housing Office, including the reason for the requested transfer. Space permitting, if the request is valid and practical, and an inspection of the Resident's current apartment is satisfactory, Resident will be notified of a new assignment. In order to make the transfer process from one apartment to another run smoothly, the following policy has been established. Residents requesting an apartment transfer must comply with the following procedures:

1. Submit a written request to The Summit Housing Office.
2. Agree to a specific moving date.
3. Arrange for an inspection of current apartment with a The Summit staff member.

4. Agree to pay all license fee payments and damage costs found by the Management Staff to be attributable to Resident.
5. Enter into a new License for the balance of the License Term that reflects the bedroom and apartment into which the Resident has moved.
6. Pay a \$100.00 transfer fee.
7. Be current on all other charges; no outstanding charges on the Resident's account.

**11. Move-In / Move-Out Procedures.** Resident will be given a Room Condition Report (RCR) upon receipt of their keys. The Resident is to note any existing damages or conditions which are in need of repair or replacement. Resident will have three (3) days from the receipt of the key to the Resident's apartment to complete and return the RCR to The Summit Housing Office. In the event the Resident does not return the Room Condition Report within three (3) days, The Summit staff may refuse to accept the report and the Resident shall forfeit all right to claim that damages to the apartment were evident prior to Resident's move-in. Agent shall inspect the Premises and common areas upon Resident surrendering the premises and common areas, and any damage thereto which is deemed by the Agent to have arisen during the Resident's occupancy and use of the Premises. Resident is not required to be present at the time of the move-out inspection; however the Resident may request an inspection appointment for a joint inspection by Resident and Agent. Such appointment must be requested at least seven (7) days prior to move-out, and all of the Resident's possessions must be removed by the time of the inspection. Resident shall surrender the premises and common areas in a clean and sanitary condition.

**12. Solicitation and Posting Signs.** Solicitation and/or canvassing of any kind, without the prior consent of the Agent, is not permitted in the Premises or about the Property. No sign, signal, advertisement, illumination, painting, poster or flyer of any kind shall be placed in any window or other part of the Premises without the written approval of the Agent.

**13. Windows.** Participating in throwing, dropping or causing objects to fall from a window is prohibited. No Resident may remove a window screen, hang laundry or shake rugs from an apartment window. Windows may not be used as an entrance or exit except in an emergency.

**14. Furniture.** Resident shall take good care of the furniture and agrees to maintain the furniture and return it to the Agent at the termination of this License in as good a condition as received, with reasonable wear and tear excepted. Residents shall not disassemble any existing furniture or fixtures, and existing furniture shall not be removed from the Resident's assigned apartment without written permission from the Agent. No oversized and/or heavy furniture is permitted in any apartment, including, but not limited to, all types of lofts, wood structures, bars and waterbeds, all of which are strictly prohibited. The use of both temporary and permanent hot tubs is prohibited.

Common area furniture is intended for the enjoyment of all Residents. This furniture is not to be removed from Common areas. Furniture found to be missing will be reported to the police. Missing furniture may be considered stolen and handled through the police as a crime.

**15. Keys and Access Cards.** Keys and Access Cards are the property of the Owner and must be returned at the end of Resident's occupancy. Charges of Fifty Dollars (\$50.00) per item will be made for each key and/or access card not returned or for those requiring replacement during the term of Resident's occupancy. Resident shall not duplicate keys. Resident may request a receipt for all keys returned to the Agent.

**16. Maintenance and Care.** Resident shall not erect any exterior wires, aerials, signs, satellite dishes, etc., about the Premises or the Property. Resident shall not install or modify any fixtures without the written consent of the Agent. Resident shall not lay contact paper on any shelves or walls and agrees to use non-damaging products to hang personal effects on walls. Resident shall not paint or wallpaper the apartment or any fixtures without the written consent of the Agent. Resident acknowledges acceptance of the apartment in its present condition, agrees to maintain the apartment and return it to the Agent at the termination of this License in as good condition as when taken, reasonable wear and tear excepted.

Resident, at own expense, shall keep the apartment clean and fit for habitation and shall be responsible for all damage to the apartment including but not limited to furnishings, walls, floor, ceiling, screens, sprinkler system, appliances, plumbing, heating, air conditioning, and ventilation systems as a result of Resident's neglect, including that of Resident's guest(s) or invitees, regardless of whether the neglect was an affirmative act which caused the damage or failure to act in order to prevent damage. Damage to the common areas will be assessed solely to the Resident when the Resident or the Resident's guest has been identified as the responsible party, otherwise all Residents who use the common area will be billed a pro-rate share of the damages. Additional charges may be assessed for the inappropriate disposal of objects in toilets.

If the premises require repairs by the maintenance department, maintenance requests can be submitted in writing to the management offices. Emergencies must be called into the designated emergency management phone number posted at the front desk.

**17. Fire or Other Emergency.** Setting or fueling a fire of any size is prohibited. The Resident shall give immediate notice to the Agent of fire, accident, damage, and dangerous or defective conditions. All Residents must evacuate the Premises during a fire alarm. Falsely reporting a fire or any other emergency, including bomb threat, falsely reporting a serious injury, or pulling a fire alarm station when no fire is evident is prohibited. Fire warning devices and safety equipment are to be used only in the case of an emergency.

A fire alarm must be taken seriously, and in the event of a fire alarm the Resident must proceed in accordance with established evacuation/fire alarm protocols. These instructions may not be removed for any reason. Intentionally sounding an alarm in a non-emergency situation or tampering with emergency equipment is a criminal offense and the person or persons responsible will be treated accordingly. Tampering with apartment smoke detectors is prohibited. This paragraph shall not limit the Agent's ability to impose additional charge, penalties or sanctions for damage or destruction of fire safety equipment. Refusal to leave a building during a fire alarm, refusal to produce proper identification upon request of the Agent, refusal to cooperate with a reasonable request by the Agent, emergency personnel, or police officials acting in performance of their duties is prohibited.

**18. Fire Hazards.** The use or possession of kerosene, propane or electric space heaters within the premises and about the property is prohibited. The use or possession of candles or other open flame devices, hot plates, incense and halogen lamps or halogen bulbs of any kind are all prohibited in the Premises and about the Property.

**19. Hazardous Substances and Weapons.** Fire and safety regulations strictly prohibit the use, manufacture, or storage of any fireworks, explosives, flammable liquids, cans or compressed gasses, poisons, highly combustible substances, chemicals, or any substance designed to injure others or damage property, in any apartment, hallway, or about the Premises. The storage or use of gasoline or electrical powered vehicles or engines regardless of their state or dismantlement in the apartment is likewise prohibited. Setting materials on fire, possession or use of flammable or highly combustible materials is prohibited.

State Law strictly prohibits the possession or use of any weapons, fireworks, or explosive devices in the Premises or about the Property. No weapon of any kind is permitted in the Premises. In the event the Agent discovers that Resident is in possession of a weapon, the Agent shall have the right to immediately notify the police.

**20. Renovation and Repair.** The Agent reserves the right to reassign Resident to another apartment in the event there is a need to provide for renovation or repair of the Premises or the Property. If renovations or repairs become necessary, every effort will be made to minimize the inconvenience to the Resident and, whenever possible, advance notice will be given to the Resident of the nature and time of the work which will be done. Resident shall not withhold license fee payment due to renovations or repairs. Apartments may also be entered at times to verify safety standards or to perform preventive maintenance. These times will be posted in advance of performing the work.

**21. Equipment.** Tampering with, altering or changing any safety equipment, locks, fire alarms, smoke detectors, telephone equipment, TV cable, plumbing, electrical systems, etc., is prohibited.

**22. Storage Space.** There is no storage space for Resident use at The Summit. Under no circumstances are utility or furnace rooms, entrances, hallways, stairwells or other public areas to be used for storage.

**23. Ceilings.** Residents are prohibited from affixing any object to ceiling areas and from painting any ceiling areas. Residents are prohibited from tampering with or allowing any objects to come in contact with sprinkler heads.

**24. Sprinkler Heads.** Hanging objects from sprinkler heads or tampering with sprinkler heads in any way is strictly prohibited. Any damage to the sprinkler heads or ceiling tiles or water damage to any personal property which is the result of a Resident and/or his/her guest(s) tampering with or damaging the sprinkler system shall be the responsibility of said Resident.

**25. Expense of Misuse and Charges for Damages.** Any damage to an apartment, other than normal wear and tear, will be charged to the responsible party or parties to the extent that they are identifiable. Resident is responsible for guest(s) behavior and any charges or damages that result from misbehavior. Resident shall immediately report to Agent and the local law enforcement authority any acts of vandalism to the Premises or the apartment in which the

premises are located. To the extent not identifiable, all co-Residents will be jointly liable and will be assessed a charge. All invoices for damage are for the restitution of the damage that has occurred and must be paid within thirty (30) days.

The Resident agrees to immediately reimburse the Agent for any charges that are assessed as set forth in this agreement. Should charges be assessed and totaled after the expiration of this License, they shall constitute a debt payable by Resident immediately upon demand by the Agent. Any fines or expenses resulting from the use, misuse or destruction of Owner's property, including but not limited to fire sprinkler, fire alarm or smoke alarm by Resident, Resident's guests or invitees shall be borne by Resident and shall be considered additional monies due to Agent. Intentionally or recklessly destroying, damaging or defacing any area of The Summit complex is prohibited and shall be considered cause for termination of the License Agreement.

**26. Computing Policies.** The Summit Internet Service Provider (ISP) is Queens College Office of Converging Technology (OCT). The use of computing resources provided by The Summit (including the hardwired and wireless service in the apartment, or any other computing services provided by the owner) may not interfere with others' use of shared computer resources and/or their activities. The generation of network traffic which compromises, cripples, or disables a network resource, propagation of computer worms or viruses, or spamming will not be tolerated. Servers (including web, ftp, mail, dhcp, snmp, tftp) are not permitted in The Summit. Students found to have violated this policy will be charged for the restorations of the computer(s) operating system and any hardware that may be corrupted.

**27. Evacuation.** Resident agrees to evacuate in the case of emergency at the sole discretion of the Landlord and/or Queens College. Resident understands that no reduction in license fees will be given in the case of emergency evacuations.

**28. Reasonable Request.** Resident or guests, shall, upon demand by The Summit Staff, Queens College Public Safety or any other identifiable legal or staff entity attempting to procure information provide valid identification such as Student ID card, Driver License, or any other government issued ID. Resident and guests shall also adhere to all reasonable requests made by staff.

I have read these policies and regulations and understand that I will be held responsible for these policies and regulations under my housing license agreement.

\_\_\_\_\_  
**RESIDENT SIGNATURE**

\_\_\_\_\_  
**RESIDENT NAME** (PLEASE PRINT)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**PARENT/GUARDIAN SIGNATURE** (only required if Resident is under 18 years old)

\_\_\_\_\_  
**PARENT/GUARDIAN NAME**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Date**