

# **NEW YORKER RESIDENCE**

## **STUDENT CODE OF CONDUCT GUIDE**



# Health and Safety Agreement

Educational Housing Services is closely monitoring the ongoing COVID-19 situation and taking action to protect the health and well-being of residents and staff. We understand that this is an ever-changing and stressful time. It is our belief that working together collaboratively to implement several CDC-recommended strategies is the most immediate and practical means of slowing and reducing the community spread of the virus. EHS will continue to make policy adjustments and implement additional measures as necessary.

As a resident of the EHS community, I AGREE to take the required actions to protect the health and safety of our housing community during this global pandemic. Furthermore, I recognize my efforts keep me and those with whom I live or share common spaces with safer and healthier. I also acknowledge my failure to practice due diligence and compliance with the guidelines outlined hereafter, not only jeopardizes the health of my fellow residents but are a direct violation of my lease with Educational Housing Services. I acknowledge, by agreeing to adhere to these behavioral changes is the most essential way to reduce the threat of contracting the illness for myself and other members of our housing community.

## By Living in EHS Housing You are Agreeing to the Following:

### 1. **Protect Yourself and Others:**

- All residents planning to live in EHS housing must be vaccinated before arrival at an EHS residence (there are very limited exceptions). View the full policy here: [EHS Vaccination Policy](#).
- **Residents must wear a face mask/covering in public spaces.** Including: lobbies, hallways, elevators, stairwells, dining/kitchen area, laundry room, lounges and other common spaces.
- Wash your hands with soap and water for at least 20 seconds frequently, especially after being in a public place or after blowing your nose, coughing or sneezing, before touching food, and after using the bathroom. Use hand sanitizer at times when soap and water are not available.
- Avoid touching your face, mouth, eyes or nose.

### 2. **Practice Physical/Social Distancing:**

- Residents must always limit interactions with others and always follow social distancing requirements — remain six feet away from others. Residents are not permitted to enter resident's rooms other than their assigned living space. To connect with friends or other residents, please video chat, call or text them.
- Minimize touching surfaces in shared areas.
- Residents will NOT host and or attend large gatherings and parties.
- Avoid sharing food, drink, utensils or similar items.

### 3. **Adhere to the No Guests/Visitors Policy:**



- No guest of any kind will be permitted in the residence at any time.

#### 4. **Use the Elevators Accordingly (As Signage Directs):**

- Each elevator has a capacity limit. Do not exceed that limit.
- Be patient and allow for enough time to wait for elevators when you must use.
- Use the stairs rather than share an elevator whenever possible.

#### 5. **Room Occupancy – Family Unit:**

- By selecting to live in a double/triple room, I am agreeing to live in 'Family Unit' approach to room occupancy. This approach identifies all residents who live in one shared unit as a Family Unit, meaning that **within their shared space** they do not need to follow social distancing guidelines (no face coverings, no need to maintain six feet of distance in the room). It is understood that residents in this arrangement share exposure and are therefore responsible to one another to protect the integrity of their shared space by ensuring that social distancing and other protective measures are followed whenever they are outside the room. This also means that if one resident in the room is identified as being in need of quarantine, all members of the room will be quarantined, together.

#### 6. **Self-Monitor and Care:**

- Daily health screening, testing and contact tracing. – Residents must monitor their temperature and participate in any health screening my college and residence require. I will stay in my room if I am sick with COVID-19 symptoms or know that I have been exposed to someone who has tested positive for COVID-19. I will follow protocols for isolation of quarantine.

#### 7. **NY State Travel Advisory – Quarantine**

- EHS follows New York State guidelines with regards to quarantine requirements from travel. If a quarantine is required, whether for a move-in, travel or exposure, please contact [NewYorker@studenthousing.org](mailto:NewYorker@studenthousing.org) to indicate your need to quarantine. Failure to comply with these procedures, may result in disciplinary measures—including immediate removal from EHS housing without refund. Quarantine procedures can be found here: [EHS - Quarantine Procedures](#).

### **Additional measures to minimize the exposure of residents to COVID-19:**

Residents are strongly ENCOURAGED to:

- Get a flu vaccine when available during the fall semester.
- Carry hand sanitizer, an extra face covering, and cleaning wipes in my bag/backpack.
- Keep a list of people and locations you visit each week.
- Limit travel and comply with non-essential travel restrictions.



- Bring only essential belongings to the residence.
- In the event of a closure due to COVID-19, there may be limited notice for residents to prepare for a departure from the residence.

Residents are strongly DISCOURAGED from:

- Leaving the residence to visit family and friends. This increases the likelihood of exposure to infectious individuals and locations.
- Entering off-campus/non-college residences, especially if large groups of individuals may be gathering there.

### **What Happens if You Do Not Comply?**

It is important that everyone adhere to these policies for their own well-being and for the well-being of those around -- other residents and staff. Failure to comply with the expectations above will result in disciplinary measures—including immediate removal from EHS housing without refund.

COVID-19 is a highly contagious virus and it is possible to develop, contract and spread the virus even if all the safety precautions above and those recommended by the CDC, local, state and federal health agencies are followed. I understand that although Educational Housing Services is following the coronavirus guidelines issued by the CDC and others, I can never be completely safeguarded from all risk of illness caused by COVID-19. As such, I will do my best to ensure the most favorable outcome.

Thank you for your commitment and cooperation.

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# POLICIES

**A**s a resident at Educational Housing Services, you are a guest in our home, and we expect you to act responsibly and appropriately at all times. There are a few important policies that you need to be aware of and abide by to make our community a more pleasant experience for you and everyone else living in our residence. Any violation of these rules, other policies or laws, whether included in this Guide or not, will result in the appropriate [disciplinary sanction](#) by EHS, your school, and possibly the legal authorities.

Living in a community involves learning to use new freedoms wisely and adjusting to a new environment where rules which may be different than ones you are accustomed. Most residents will make this adjustment without difficulty. A few residents are unable or unwilling to do so, and their behavior may interfere with the environment. It is more important than ever to follow policy for everyone's health and well-being.

It is the responsibility of all our residents to become familiar with the policies in this guide and comply with them. Residents that do not comply with the EHS policies stated in this Code of Conduct Guide and [License Agreement](#), will face disciplinary sanctions. These sanctions might vary depending on the severity of the violation and are treated on a case-by-case scenario.

EHS reserves the right to update the Code of Conduct from time to time as a result of changing events, facts, and circumstances. Resident agrees to fully abide by such updates. All updates will be published online.

## **ABANDONED PROPERTY**

### **COMMUNITY AREA**

Residents are encouraged to keep personal items secure in their rooms. Public areas of the residences (including lounges, community bathrooms, hallways, etc.) are not intended for storage of personal belongings. Items found that are left behind in public space or given to security or an EHS staff member will be placed in a "Lost and Found" area for seven days. After this period, these items will be considered abandoned and will be discarded. If an item is left behind and taken by another individual, EHS will attempt to recover the item; however, EHS is not financially responsible for the item if it cannot be recovered.

### **RESIDENT ROOM**

If a resident vacates an assigned space and leaves personal possessions whether intentionally or unintentionally, these items will be considered abandoned property. All items left behind will be removed, recycled or donated. EHS is not responsible for any items left in the rooms/residence and will not be responsible for the replacement or compensation of abandoned property.

## **CONSOLIDATION**

Please remember that the double/triple occupancy rooms are intended for two/three residents respectively. When a vacancy becomes available in a shared space, another roommate or roommates will be found immediately. If you are in a shared unit that has a vacancy, or if you are scheduled to vacate, please be



aware that we may show your unit to prospective residents. You will be emailed or telephoned first and if there is no answer we will knock on your door before entering. You are permitted to only occupy your side of the room at all times.

We will make every effort to give you at least 24-hour notice prior to your roommate's arrival.

## **COMMUNITY AREAS**

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### **COMMUNITY LOUNGES**

The lounges have equipment which is expected to be treated properly. Drinking alcoholic beverages is not allowed in the lounges or any EHS community areas, which includes hallways, stairways, elevators, and laundry room. Any misuse or damage to the equipment will result in the resident being held responsible.

Please clean up after yourself and understand that these spaces are used by all EHS residents and observe all signage and hours of operations.

EHS reserves the right to update the Code of Conduct from time to time as a result of changing events, facts, and circumstances. Resident agrees to fully abide by such updates. All updates will be published online.

### **KITCHEN**

A community kitchen is provided for resident's use on the 15<sup>th</sup> floor of the New Yorker Residence. Keep in mind that operational hours are limited please check posted signs for accurate hours. We ask that all residents abide by the simple rules below so everyone can enjoy the space:

- Wear a face mask.
- Keep 6' feet apart when able to.
- Do not enter the kitchen if each station is being used.
- Be mindful of your time, there are a lot of residents who need to use this space.
- Clean up after yourself.
- Do not sit on countertops, sinks or stovetop.
- Dispose of your trash in proper bins.
- Rinse out the sink and do not clog it by removing food from drain.
- Do not place any items near the stovetop.
- Be attentive to your cooking/food.

### **LAUNDRY ROOM**

Wear a face mask while in any public space. Please be mindful of your laundry. If you choose to leave it behind, make sure you know how long it takes to do a wash/dry. If you leave your laundry too long in a machine, someone may choose to move it for you. If you leave it unattended, EHS nor the Landlord are responsible for items damaged, stolen or removed. After 48 hours, the staff will discard any [items left unattended](#). If you are found guilty of damaging property and/or stealing you will be held financially and legally responsible and might even face removal from the residence. Please remember you are on camera.

**LOBBY**

Wear a face mask while in any public space. The lobby on the first floor is a public space shared by Hotel Guests. Beyond waiting there temporarily for a delivery, residents are not permitted to loiter.

**CRIMINAL BACKGROUND**

Educational Housing Services does not permit persons who are required to register as sex offenders or major offenders under the laws of any state or nation to reside in any EHS residence. Any person requesting to live in EHS housing must disclose any such registration requirement. Failure to disclose will result in involuntary removal from EHS housing and forfeiture of any deposit or fees paid for housing.

EHS reserves the right on a case-by-case basis to deny the request of any person to reside in EHS housing or to involuntarily remove any person already admitted to EHS housing due to the conviction of any felony or misdemeanor offense which, in the judgment of the EHS, indicates that the person who has been convicted of such an offense has the potential to disrupt the normal functioning of EHS housing, engage in conduct that may endanger the health or safety of any person residing in EHS housing, including self, or otherwise negatively impact the residential community.

The decision of whether or not to deny the request for EHS housing or remove any person already admitted to EHS housing and the seriousness of the felony or misdemeanor offense or educational institution disciplinary infraction upon which such decision is based is at the sole discretion of the College and is not subject to appeal.

**DAMAGES**

If your room has sustained damage beyond the usual wear and tear, the cost of the repairs will be charged to you at the time of check-out or during your stay. Below is a list of charges for items within your room. Just because an item and charge is listed here, does not mean that you have that item in your room. You are, however, responsible for all items that are applicable to your room and residence.

DESCRIPTION	CHARGE
Basin	\$225
Bathroom Door	\$500
Bed	\$250
Blinds (per blind)	\$100
Cable Box	\$100
Chair	\$125
Cleaning Fee	\$100
Desk	\$300
Door Defacement (inside/out)	\$150
Drawers for beds/desks/nightstands	\$75
Electronic Key Lockset	\$400
Fire Evacuation Sign	\$50

Fire Safety Notice	\$40
Floor Lamp	\$30
Light Fixtures	\$150
Improper Check-Out	\$100
Mattress	\$150
Mailbox Key	\$10
Medicine Cabinet	\$250
Paint/Repair One Wall	\$100
Painting (Full Room)	\$350
Photo ID/Key Card	\$20.00
Refrigerator	\$200.00
Refrigerator Shelving	\$75.00
Remote Control	\$25.00
Room Lighting Fixtures	\$150.00
Room Sign	\$75.00
Shelves	\$25.00 per shelf
Shower Fixtures	\$350.00
Shower Rod	\$25.00
Smoke Detector Device/CO2	\$150.00
Telephone	\$20.00
Television	\$400.00
Toilet	\$250.00
Toilet Seat Cover	\$25.00
Toilet Tank Cover	\$100.00
Towel Rod	\$25.00
Window Stoppers	\$150.00
Window/Glass replacement	Cost invoiced

## **DEMONSTRATIONS AND RALLIES**

Educational Housing Services believes that members or groups within the EHS community have the right to express their views on a particular issue or cause. Demonstration and rallies, however, should not interfere with the operation of the residence or the institutions it serves. EHS has an obligation to protect the safety and welfare of its residents, staff, and surrounding community. Therefore, demonstrations and rallies must not be held within the residences.

**Note:** Failure to comply with the above guidelines constitutes a breach of agreement and may lead to the cancellation of any demonstration/rally.

## **DISCIPLINARY SANCTIONS**

Residents can expect fairness from the EHS staff in addressing alleged violations of the Residence Policies and terms. Failure to comply with the terms of a sanction will be considered further violation and may result in additional, extended and more severe sanctions.

Below are sample of actions that a resident can be sanctioned when violating any EHS policy or procedure. Keep in mind that your school/company might have additional Disciplinary sanctions.

**Sanctions may include, but are not limited to:**

- Written Warning
- Disciplinary Fines
- Restitution for Damages
- Disciplinary Probation
- Required Room or Building Reassignment
- Suspension from the Residence
- Expulsion from the Residence without a refund
- Referral to Public Law Enforcement Agencies
- Parental Notification

## **DISRUPTIVE CONDUCT**

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

### **INTERFERENCE**

No resident shall intentionally or recklessly interfere with an Educational Housing Services Staff member or other college officials exercising her/his assigned duties.

## **ELECTRONICS**

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

## **FILMING AND PHOTOGRAPHY**

Filming or photographing in the common areas of EHS facilities (e.g., study lounges, hallways, elevators, and kitchen) is generally prohibited. Special permission may be granted to residents at EHS who wish to film or photograph at EHS to fulfill course-related assignments.

**Resident filming/photographing at EHS is subject to the following:**

- Filming/photographing may be performed only in the designated areas approved.
- Rooms must be reserved for filming/photographing.
- Filmmakers and photographers must obtain the written consent of anyone who is filmed or photographed.
- Any exceptions must be approved in advance in writing by an Associate Director.

## INSTRUCTIONS

- Residents must complete and sign the [Resident Film/Photograph Request Form](#).
- All participants must be at least 18 years old. Any non-resident participants must go through standard building security procedures and must provide identification to enter the residence.
- Residents must complete a [Release Form](#) for each person participating in the filming or photographing (including crewmembers and people being filmed/photographed). The EHS Release Form is not in lieu of any release forms or other documentation the resident may need from their school.
- No identifying marks of EHS or the building may appear in the film or photos and there must be no indication that the filming or photographing is being done at an EHS facility or the name of the building (e.g., The St. George or The New Yorker). No references to EHS or the name of the building shall be permitted.
- No nudity, indecency or pornography is permitted.
- The completed request must be submitted for approval to the Associate Director within your building.
- A room reservation must be made for the times indicated. No films or photographs may be copied or uploaded to the internet or sent via MMS or email or other electronic transmission, except in strict compliance with course requirements. To the extent the resident wishes to submit the film or photographs for purposes outside of course requirement, prior written approval of the EHS Senior Vice President of Student Life and General Counsel must be obtained.

## FIRE EQUIPMENT

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Tampering with fire equipment such as fire alarms, fire extinguishers, sprinkler systems, exit signs, and common area smoke detectors is prohibited. Violations include, but are not limited to:

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

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

## FITNESS CENTER

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Hours of Operation: 8am – 10pm

EHS residents have access to the Fitness Center located in the 15<sup>th</sup> floor. Keep in mind that EHS requires all residents that move into the building to accept our EHS Fitness Center Waiver which can be viewed by [clicking here](#). Access is a privilege and can be taken away if residents don't follow EHS policies. Educational Housing Services makes no representations, warranties, guaranties or promises regarding the New Yorker Hotel fitness (NYH) or the 15<sup>th</sup> floor fitness center, including as to its facilities, services, availability or otherwise and EHS shall have no liability for any injuries occurring as a result of a resident's use of the fitness center. You are only permitted to use the Fitness Center if you have signed a release. Resident's guests are not permitted to use any of the Fitness Centers.

Educational Housing Services (EHS) reserves the right to reduce Fitness Center hours and may temporarily close each semester for maintenance purposes. We reserve right to close the Fitness Center due to weather and on public holidays and will be held harmless should the facility be unavailable for use at this time, or due to damage by fire, acts of God, catastrophe, accident, or other reasons beyond the control of EHS.

### MEMBER CONDUCT

- Keep 6' feet apart when able to.
- No cell phone or camera use is allowed in the facility and residents should not take videos or photograph anyone using the Fitness Center.
- Personal trainers not hired nor authorized may not train residents within the fitness center. If found doing so the trainer and resident may lose access privileges.
- No smoking, drugs, or alcohol are permitted, and residents may not use equipment while under the influence.
- No loud and/or abusive language.
- No vandalizing or defacing materials or property including equipment, furniture, walls or any other aspect of the Fitness Center. If residents are found tampering with any equipment, they will be charged with all fees associated with the repair.
- Residents should not remove materials, equipment or property from the Fitness Center without authorization.
- Indecent exposure, voyeurism, exhibitionism, or other lewd and lascivious acts is not allowed
- Residents should wear a shirt and closed-toed athletic shoes.
- Skateboards, in-line skates, roller skates, scooters or other sports equipment are not allowed within the facility.
- Sleeping in the Fitness Center or any communal area is not allowed.
- Everyone must clean up after oneself while using any part of the facility; this includes re-racking weights when finishing a set in the free weight area (operational hours are limited please check posted signs for hours.).

## **GUEST POLICIES**

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Unfortunately, to minimize COVID-19 exposure to you and those who reside here, no guests are permitted into the building. This includes hanging in the lobby areas.

## **HARASSMENT AND INTIMIDATION**

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Residents living in any EHS residence have the right to live free of intimidation, harassment or bullying. If after an investigation, EHS determines that a resident is harassing, bullying, or intimidating another resident, EHS may take appropriate action to cause such behavior to cease including, without limitation, terminating the License Agreement and right to be in the residence.

### **THREATS AND VIOLENCE**

Do not engage in, or threaten to engage in, any behavior that endangers the health or safety of another person or oneself.

## **HEALTH AND SAFETY**

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### **FACE MASKS**

Residents must wear a face covering in public spaces. Including lobbies, hallways, elevators, stairwells, dining/kitchen area, laundry room, lounges and other common spaces.

### **SELF-MONITOR AND CARE**

It is extremely important that you monitor your temperature and participate in any health screening your college and residence require. You need to stay in your room if you are sick with COVID-19 symptoms or know that you have been exposed to someone who has tested positive for COVID-19. You will follow protocols for isolation of quarantine as recommended by the [cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html). If you test positive, please alert EHS at [NewYorker@studenthousing.org](mailto:NewYorker@studenthousing.org).

### **ROOM CLEANLINESS**

In the event that adequate health and safety standards are not maintained or that the condition of the room discourages roommates, EHS will take disciplinary sanction. Residents are expected to clean up after themselves. An inability to do this or any deviation from a reasonable disposal method will result in cleaning fees assessed to the resident. EHS reserves the right to enter resident rooms at any time without warning to inspect and assess health and safety conditions.

In order to determine compliance with the rules or with federal, state and local laws and to check for any repairs needed, we conduct Health and Safety Inspections a minimum of once per semester and when there is a reasonable cause to believe that a violation has occurred or is taking place. EHS personnel may obtain evidence while conducting the inspection, which may later be used by the law enforcement agencies in the

prosecution of criminal behavior. Any confiscated item will be donated to local charities or discarded immediately.

If it is found that a resident's room is not up to health and safety standards (i.e. cleanliness, hazardous wiring, etc.) the resident will be given 24 hours to correct. If, upon re-inspection, the room still does not pass, the resident may be fined, face probation sanctions and/or be evicted.

You are responsible, and you share responsibility with your roommate(s), for keeping your room clean and free of any damage. We do not provide cleaning services in the residence. Dirty or untidy rooms can cause roommate problems as well as extermination issues.

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## IDENTIFICATION CARDS AND KEYS

All ID/keys are the property of EHS and must be returned when you finish your stay with us. Lost or stolen ID/keys should be reported immediately to the EHS Student Life Office, replacement cost for the ID/Key card and a mailbox key is \$10.00 each (rates subject to change). By presenting a police report to our Student Life Office we will waive this fee for the first lost card. Do not install any additional lock(s) on your room.

Residents are not allowed to lend their EHS ID/Key to anyone. If someone is found with an EHS ID/Key that doesn't belong to them, the resident will face disciplinary sanctions including possible expulsion and the ID/Key will be confiscated.

### LOCKOUTS

Please understand that it is your responsibility to carry your ID/key with you at all times. If you are locked out, signs will be posted regarding how to get into your room depending on the time of day.

**Key Replacement:** Should any resident lose their key, there will be a \$20.00 replacement fee.

**Lock Change:** Should any resident damage their lock they will be billed a \$400.00 replacement fee.

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## INTOXICATION

Intoxication whether from alcohol, narcotics or prescription medicine, is not acceptable justification for irresponsible or inappropriate behavior. Residents of legal age who consume alcohol are expected to do so in moderation and in a manner that ensures other residents' rights to privacy, sleep and study. When a staff member is alerted of a resident who becomes incapacitated as a result of drinking or drug use, they will seek medical attention by calling 911. Residents will be financially responsible for the costs of the medical care including ambulance and/or hospitalization and will face disciplinary action. In addition, loud or disruptive behavior, interference or drinking habits that are disruptive or injurious to the health of individuals will not be tolerated and disciplinary action will be taken which could lead to removal from the building and forfeitures of all monies paid.

### ALCOHOL



Residents are required to abide by all federal, state and local laws and regulations and the policies of Educational Housing Services and their school regarding the use, sale, and distribution of alcoholic beverages. The New Yorker Residence is a dry building, which means that NO-ALCOHOL is allowed anywhere in the residence. All residents, regardless of age, must refrain from bringing alcohol into the building those who violate this policy will face disciplinary sanction.

- Any liquor that is found in the building will be confiscated and poured out.
- Kegs, beer balls, and other mechanisms or devices that promote the purchase, storage and distribution of alcoholic beverages in bulk quantities, or that allow unregulated access to alcoholic beverages by any means, are prohibited.
- Alcoholic beverages may not be sold or distributed by a resident or guest in any residence. This prohibition includes, but is not limited to, parties at which alcoholic beverages are served and for which contributions or donations to offset the costs of the party are sought
- Residents found to be intoxicated (including those who have to seek medical treatment for intoxication) may be subject to the appropriate disciplinary sanction by Educational Housing Services, your school and by legal authorities.
- Public intoxication is prohibited. Anyone violating this policy may be arrested or transported to the hospital at his/her own expense and will face judicial sanctions.

**Please note:** If you are with us through your school and your campus permits alcohol in their dorms the non-alcohol policy still applies. Security and the EHS staff reserve the right to refuse access to anyone attempting to bring in alcohol.

## DRUGS

Residents are required to abide by all federal, state and local laws and regulations and the policies of the Educational Housing Services, regarding the use, sale, solicitation and distribution of controlled substances despite its changing legal status in other jurisdictions. Marijuana is an illegal substance in the State of New York and is strictly prohibited in any residence. There is no legal medical marijuana in the state of New York regardless of the legality of medical marijuana in other jurisdiction.

If we find any resident or visitor to a residence room to be in possession of or using, soliciting, selling or distributing marijuana or other controlled substances (or in the case of prescription drugs, without a valid prescription) within any residence, we will contact the New York City Police Department. Your license agreement will be immediately terminated, your rights to live in any EHS residence will cease and all monies paid forfeited and you will be required to vacate the premises.

## INTERNET ACCESS TERMS OF SERVICE

All residents are required to accept the [Internet Access Terms of Service](#). This Agreement takes effect when you sign the EHS Check-in form upon move in and will remain effect until you vacate EHS housing. [Click here](#) to view this agreement.

The terms and conditions of the Internet Access Agreement may be modified and revised from time-to-time with notice provided to you of such modification or revision. Your continued use of the services will constitute your agreement to the agreement as modified or revised.

You agree to use reasonable care while using any equipment provided to you and you will not tamper with, damage, remove, or move the equipment. Also, you are required to promptly notify EHS of and pay for any damage you cause or any third party causes to the equipment. In addition, you provide permission for EHS' employees, agents, contractors, and representatives to enter your room without prior notice to install, maintain, inspect, repair and remove the equipment.

To the extent you would like to permit someone else to use your computer to use the internet services, you should ensure that that person is aware of the terms and conditions of this Agreement, and agrees to abide by them. If he or she refuses to agree to the terms and conditions herein, you should not permit him or her to use the internet services.

In addition, EHS reserves the right to terminate or restrict your use of the internet services, without notice to you, for any or no reason whatsoever.

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## MAINTENANCE

If you discover an issue in your room that needs attention from maintenance staff, please report it to the Student Life Office. If the office is closed, please send an email to [NewYorker@studenthousing.org](mailto:NewYorker@studenthousing.org).

Neglecting to report a problem (leaky faucet, water damage, etc.), could lead to further, more complicated problems. If you damage anything, you will have to repay the building for the cost of repairs (or replacements). If the resident is found responsible for causing the issue (i.e. flushed paper towels or hard objects down the toilet), you may be responsible for the costs of cleaning and repair. EHS cannot service or repair any furnishings or equipment provided by residents.

Residents are not permitted to paint or make any alterations to their rooms. Do not put any nails, screws, hooks or any sticky substances in/on the wall. You will be responsible for any damage caused to the room. [Click Here](#) to learn how to request a repair.

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## NOISE

You live in a community where it is essential that you respect your neighbors. Please keep sound levels low within your room and comply with requests to reduce intrusive noise levels. New York City ordinances require quiet hours from 11pm to 9am. Regardless of the hour, courtesy policies are always in effect. Please respect your neighbor's space. Repeated violations of the noise policies will subject you to disciplinary sanction. 24-hour quiet hours will be in effect during finals. We want to provide residents with an atmosphere where they can relax and study. Please adhere to all signage concerning noise and quiet hours.

### AMPLIFIED SOUND AND MUSICAL INSTRUMENTS

The residences are not designed for playing amplified musical instruments or high watt stereo equipment. Residents who wish to play or practice should wear headphones or muffle their instruments.

### COURTESY AND QUIET HOURS

It is expected that each resident will extend courtesy and consideration and be sensitive to the needs of other residents at all times. Courtesy Hours are in effect at all times in the residence. Each resident and his/her visitors have the responsibility to act with consideration toward other individuals who choose to study or sleep. Quiet Hours are defined as periods of time when noise will be kept to a minimum to allow study and sleep. Quiet hours are in effect each night from 11pm to 9am. Radios, stereos, and televisions must be played at lower volume levels that will not disturb other residents. Quiet Hours are enforced 24 hours/day throughout final exams week (beginning with the first school's finals schedule).

Keep in mind that if a sound can be heard through the walls to another resident or from the hallway, it is considered too loud.

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## PARENTAL NOTIFICATION

We reserve the right to contact the parent(s) or guardians(s) of residents under the age of 21 involved in dangerous and/or inappropriate behaviors that are threatening to oneself or others. EHS staff members will make a decision on whether to contact parents depending on the severity of the situation.

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## PETS

For the sake of cleanliness and safety, residents are not permitted to have pets or animals of any kind, including fish and reptiles, at any time in the building. Residents found with animals in their custody will be subject to disciplinary sanction and will be required to remove the pet immediately.

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## PROHIBITED ITEMS

There is a refrigerator provided for you in your room. For your safety, you are not permitted to have any extra cooking appliances in your room (e.g. George Foreman grills, toasters, hot plates, microwaves etc). However, you are permitted to have a one cup coffee maker (such as a Keurig) in your room. There are several stoves, microwaves, toasters and convection ovens in the 15<sup>th</sup> floor kitchen for your use. If we find any of these in your room, they will be confiscated and donated to a local charity. Please do not remove any cooking appliances or furniture from the kitchen.

The following items are prohibited, there will be a penalty fee of \$100.00, disciplinary action will be taken and item(s) will be confiscated, donated or discarded if any of these are found in your room:

- Halogen lighting equipment
- Electric or gas-powered heaters
- Hot plates, toasters, or any cooking appliances of any nature
- Sandwich makers, toaster ovens
- Candles, incense, smoking and/or drug paraphernalia of any kind
- Flammable decorations such as Christmas lights etc.
- Furniture not provided by EHS.

- Illegal substances of any nature
- Explosives, fireworks, weapons of any kind, smoke laden materials, and/or instruments
- Hover boards, self-propelled scooters

You are allowed to have the below items in your room:

- Electric Kettles automatic shut offs
- Irons with automatic shut offs
- Crock pots
- Hot air popcorn popper
- Curling Irons with automatic shut offs
- One cup coffee maker such as a Keurig

### **BURNING SUBSTANCES**

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

EHS reserves the right to enter the rooms at any time without warning if EHS has a reasonable suspicion that burning substances is occurring.

### **FIREARMS AND EXPLOSIVES**

Firearms, paintball guns, bow and arrows, ammunition, fireworks, gasoline and other combustible or explosive items are prohibited from the residence. If any of these or similar items are discovered, local authorities will be contacted.

### **OUTSIDE FURNITURE**

Outside furniture is prohibited in the residence. We do not allow outside furniture in order ensure fire safety and cleanliness of the rooms. Additionally, outside furniture can possibly contribute to COVID-19 issues and pest problems. All rooms are furnished appropriately for its occupants.

EHS may amend these guidelines at any time and reserves the right to require the immediate removal of any outside furniture for any reason. Residents are responsible for removing outside furniture from their room when they move out of the building or they will be charged for its removal.

### **WEAPONS**

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

If you have any questions, please email [NewYorker@studenthousing.org](mailto:NewYorker@studenthousing.org).

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## RECREATION

Playing any sports in the hallways, lobbies or lounges is strictly prohibited.

### BICYCLES & ROLLERBLADES

You are permitted to have a bicycle or rollerblades; however, you must store them in your own room (Note that if you have a roommate you will have limited space). You are NOT ALLOWED to ride them anywhere inside the building including the lobbies. Any bicycle, roller blades (or anything else, including doormats) left outside in the hallway is a safety hazard and will be promptly confiscated. Residents traveling with a bike will have to use the service elevators to enter and leave the building.

### GAMBLING

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

### HOVER BOARDS

Due to concerns surrounding hover boards, self-propelled scooters and similar devices, they are prohibited to be stored or used in any part of the residence.

### POOL TABLE

At this time, the pool table has been closed due to issues surrounding COVID-19.

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## RESTRICTED AREAS

EHS residents are only permitted on EHS floors (9, 14, 15, 16, 17 and 18) and the lower level for laundry room purposes. At no time should any resident be on any other floor including conference room floors and hotel guest floors. Any resident caught on a floor other than the EHS floors, will be considered trespassing and will face immediate disciplinary action.

### ROOFTOPS

Residents are strictly forbidden to be on the roof at any time for any reason (except by the request of a New York Fire Official). Any violation of this policy will lead to disciplinary sanction.

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## ROOM ASSIGNMENTS

Room assignments will be made solely by Educational Housing Services and/or by your school/company. Both reserve the right to change room assignments as reasonably required and will do its best to accommodate roommate requests. EHS cannot provide you with your roommate information prior to your

arrival because of changes that may occur before you arrive. We primarily focus on gender, age, school/internship then we take into consideration any other special requests.

In the event of a roommate conflict, EHS and/or your school/university reserves the right to relocate one or all roommates to another room equal to resident's current rental payment. Roommate changes are subject to a full review by the EHS Associate Director.

If EHS determines that you do not fit into a positive environment or if we consider that you are a threat to our EHS community, this will constitute termination of your contract. EHS reserves the right to terminate your contract if it is determined that you cannot fit into the community in a positive manner.

EHS discourages residents who are in a romantic relationship – regardless of sex, gender, gender identity or gender expression – to live together in apartments or rooms shared with other residents. Residents in romantic relationships may apply to live together in any apartment or room type that is not shared with additional residents and must each identify their intended roommate(s) upon booking and complete a Mixed Gender Form with their Housing Advisor.

In the event of roommate issues between residents in a romantic relationship, residents will be required to relocate.

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## ROOM OCCUPANCY

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By selecting to live in a double/triple occupancy room, you are agreeing to live in 'Family Unit' approach to room occupancy. This approach identifies all students who live in one shared unit as a Family Unit, meaning that within their shared space they do not need to follow social distancing guidelines (no face coverings, no need to maintain six feet of distance in the room).

It is understood that students in this arrangement share exposure and are therefore responsible to one another to protect the integrity of their shared space by ensuring that social distancing and other protective measures are followed whenever they are outside the room. This also means that if one student in the room is identified as being in need of quarantine, all members of the room will be quarantined, together.

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## ROOM ENTRY

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Residents living in the residence can expect a level of privacy in their rooms, as well as in the community at large. However, Educational Housing Services reserves the right to enter rooms without notice to room occupants for reasons related to safety, maintenance, alteration, security, health, violation of drug and alcohol policies, fire-code compliance, facility maintenance, violation of burning substance policy, legal, reasonable cause, or discipline. In such cases, entry shall be preceded by a knock and verbal identification.

Educational Housing Services reserves the right to enter into any resident's room without prior notice. Entry may be made even if a resident is not present. Such entry does not include the authority to search personal belongings in a resident's desk, closet, bureau, etc. However, it does provide authority to perform necessary functions such as safety, maintenance, and room inspection. At the time of such entry, any prohibited articles that are in plain sight may be reported and confiscated.

## TRESPASSING

You are not permitted to enter into, attempt to gain access to, forcefully/passively access another resident's room or any other restricted area of the residence without a written permission by EHS. Those that attempt to gain access without express written or in-person verbal communication will be held responsible for breaking-and-entering.

## ROOM CONDITION

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While we hope that everything is working great in your room. Sometimes things just stop working. We ask that that you please report any issues when you move in and as the semester continues. Failure to do so may cause you to incur damage costs at the end of your stay. [Click here](#) to learn how to report a repair.

## SECURITY

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Security personnel are posted at the entrances of the building. Do not congregate around these areas. Please be mindful of your behavior at all times and note that there are surveillance cameras throughout the building.

## SEXUAL HARASSMENT POLICY

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Sexual harassment is prohibited by Title VII of the 1964 federal Civil Rights Act, New York State Human Rights Law and, in some instances, local law (for example, the New York City Administrative Code). Educational Housing Services is committed to the principle that no employee, resident, or applicant for employment should be subject to sexual harassment. Educational Housing Services strives to provide residences, workplaces and learning environments that promote equal opportunity and are free from illegal discriminatory practices, including sexual harassment.

Sexual harassment is a violation of federal and state laws and of Educational Housing Services policy, as is retaliation against any individual who in good faith files a complaint of sexual harassment or cooperates in the investigation of such a complaint. Upon receipt of a complaint of sexual harassment or retaliation, Educational Housing Services will undertake a fair and thorough investigation, with due regard for the rights of all parties. Every reasonable effort will be made to protect the confidentiality of the parties during the investigation. After an investigation, any person who is found to have sexually harassed or retaliated against another will be subject to discipline, up to and including expulsion from an Educational Housing residence and from employment, if an employee of Educational Housing Services. Educational Housing Services does guarantee, however, that credible accusations of inappropriate sexual remarks or actions will be investigated promptly, thoroughly, and fairly. All findings will be turned over to the appropriate authorities for adjudication.

### DEFINITION OF SEXUAL HARASSMENT

Sexual harassment is defined as sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature, whether intentional or unintentional, where:



- an individual's submission to or rejection of the conduct is made, either explicitly or implicitly, a term or condition of employment or of status in a course, program, or activity, or is used as a basis for employment or academic decision; or
- the conduct has the purpose or effect of unreasonably interfering with an individual's work performance, academic performance, or educational experience, or of creating an intimidating, hostile, humiliating, or offensive working, educational, or living environment.

## EXAMPLES OF SEXUAL HARASSMENT

It is not possible to list all circumstances that might constitute sexual harassment. In general, sexual harassment encompasses any sexually related conduct which causes others discomfort, embarrassment, or humiliation, and any harassing conduct, sexually related or otherwise, directed toward an individual because of that individual's sex.

Such conduct is subject to this policy whenever it occurs in a context related to the employment or academic environments, or if it is imposed upon an individual by virtue of an employment or academic relationship. A determination of whether conduct constitutes sexual harassment is dependent upon the totality of the circumstances, including the pervasiveness or severity of the conduct.

### The following examples of conduct may constitute sexual harassment:

- Unwelcome sexual advances—whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life;
- Comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons; this includes resident rooms
- Unwelcome leering, whistling, brushing against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

In order to constitute sexual harassment, conduct must be unwelcome. Conduct is unwelcome when the person being harassed does not solicit or invite it and regards it as undesirable or offensive. The fact that a person may accept the conduct does not mean that he or she welcomes it.

Educational Housing Services, its employees, and residents also must be aware of the need for freedom of inquiry and openness of discussion in their educational pursuits and must strive to create and maintain an atmosphere of intellectual seriousness and mutual tolerance in which these essential features of academic/resident life can thrive.

## COMPLAINTS

We highly encourage you to contact your College or University – Student & Judicial Affairs Departments if you have any questions or concerns about sexual harassment, or if you wish to file a complaint of sexual harassment. However, you are strongly encouraged to contact immediately the appropriate agency listed below:



Company/School	Who to Contact	Contact Information
<b>Educational Housing Services</b>	Associate Director	<b>Phone:</b> 212-994-8815 <b>Email:</b> <a href="mailto:NewYorker@studenthousing.org">NewYorker@studenthousing.org</a>
<b>Educational Housing Services</b>	Director Of Public Safety Fred Neglia	<b>Phone:</b> 212-977-7622 Ext. 3624 <b>Email:</b> <a href="mailto:publicsafety@studenthousing.org">publicsafety@studenthousing.org</a>
<b>New York City Police Department</b>		<b>Phone:</b> 646.610.5000 or by dialing 311
<b>NYC Commission on Human Rights (NYCCHR)</b>		311 or 212-306-7450 <b>Website:</b> <a href="http://www.nyc.gov/html/cchr">www.nyc.gov/html/cchr</a>
<b>NOW NYC Hotline</b>		<b>Phone:</b> 212.627.9895

**Call 911 only for emergencies and imminent physical danger to yourself or another**

## SIGNAGE

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

### BULLETIN BOARDS/E-BOARDS

Bulletin boards are located on each floor and are intended to provide a space to publicize community events and provide necessary information to the community. The information distributed via the EHS Student Life bulletin boards and e-boards must be done so with the consent of an EHS staff member. Please note that any information posted around the residence without the consent of Student Life will be removed. Vandalism of any bulletin boards/ e-boards will be subject to disciplinary sanctions.

## SMOKING

Smoking tobacco or any other substance (and including “vaping” or the consumption or use of electronic cigarettes) is not permitted in your rooms or anywhere else in the building. If you need to smoke, please do so outside the building but do not loiter directly in front the building, and do not block the entrances.

## SOCIAL MEDIA

Please note that it is possible that a staff member may unintentionally encounter inappropriate resident conduct, or such conduct may be brought to the staff member’s attention by another. In general, a resident’s conduct in non-EHS affiliated online communities should not be subject to EHS disciplinary sanction unless the information relates to documented incidents which occurred within an EHS property or the conduct seriously affects the resident’s position as a member of the community. Note, however, that this policy reflects EHS policy and does not necessary reflect the policies of your school or employer.

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## SOLICITATION

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

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## STORAGE

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There is no extra storage space available. Please do not bring more personal property than you can keep within your room. Storage is also not available and anything left behind will be considered abandoned (see [Abandoned Property](#) section) and you will incur appropriate charges. You may check out local storage spaces such as City Closets or Manhattan Mini Storage for your storage needs, but EHS makes no representations or warranties about their services and assumes no liability for personal property stored off-site.

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## VACCINATION POLICY AND PROCEDURES

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In support of Educational Housing Services Inc. (EHS) commitment to health and safety for all members of its community, EHS will be requiring all residents to be vaccinated against COVID-19 by Fall 2021 check-in date. Therefore, all residents planning to live in EHS housing must be vaccinated before arrival at an EHS residence (there are very limited exceptions).

### Vaccination Policy:

EHS will accept any vaccine authorized by the United States as approved by the [Food and Drug Administration \(FDA\)](#) or the [World Health Organization \(WHO\)](#). This information may change as the FDA and WHO authorize (or approve) additional vaccines. EHS will grant very limited, legally required, exceptions, such as for medical or religious reasons. A resident may request an exception form by emailing [Studentlife@studenthousing.org](mailto:Studentlife@studenthousing.org).

### Completion of the vaccine process is defined as:

- At least 14 days after second dose of a two-dose vaccine regime
- At least 14 days after receiving a single dose vaccine (currently only the Janssen/Johnson & Johnson vaccine).

In limited situations where a resident has difficulty accessing an approved vaccine, the resident will be required to comply with additional COVID testing requirements and other preventative measures.

### How to Submit Proof of Vaccination:

Residents who reserve directly with EHS, will receive specific instructions on how to submit proof of vaccination via email. Residents who reserve directly with their school will submit their vaccination records to their respective school.

- If you are unable to receive any of these COVID-19 vaccines prior to checking in, please email [Studentlife@studenthousing.org](mailto:Studentlife@studenthousing.org), to receive a temporary exemption.

### **Religious or Medical Exemptions:**

EHS is committed to providing safe, inclusive and supportive experience for all residents. EHS recognizes student observance of their faith as it pertains to the practice of immunization and limited medical contraindications to certain vaccines. Residents who are seeking an exemption must submit the request to [Studentlife@studenthousing.org](mailto:Studentlife@studenthousing.org) to receive an exemption form.

*Personal and philosophical objections to the COVID-19 requirement are not permitted; requests based on personal or philosophical reasons will be denied.*

### **International Students:**

All international residents are required to submit their proof of vaccination prior to the arrival to the residence. If you are unable to get vaccinated in your country, you will have one week after arrival to receive the first dose of a vaccination in the United States. You will also need to submit a Negative COVID-19 test taken three days prior to your arrival. In the meantime, you will not be permitted to use any common areas and may have to isolate in your room. Further instructions will be sent to residents arriving unvaccinated via email.

### **Where can I get vaccinated?**

Please check [covid19vaccine.health.ny.gov](https://covid19vaccine.health.ny.gov) to schedule an appointment in New York. However, there are many places including local pharmacies giving out vaccinations! It's easy to get one, you just have to go.

## **VANDALISM**

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

### **WINDOWS**

Even a small item that falls or is thrown out of your window can seriously injure or even kill a pedestrian. Your windows are designed to not open more than a few inches. You are not permitted to remove or tamper with these safety devices. Additionally, you should NEVER throw anything out your window or place any items on the ledge outside of your window. Any violation of this policy, you will be subject to the fullest extent of the law.