301 FIRST AVENUE RESIDENCE

CODE OF CONDUCT





ehs

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POLICIES

As resident at Educational Housing Services, you are a visitor to 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, internship and possibly the legal authorities.

Living in a community involves learning to use new freedoms wisely and adjusting to a new environment where rules may be different than ones you are accustomed to. 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 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 the Code of Conduct Guide and License Agreement will face disciplinary actions. These sanctions might vary depending on the severity of the violation and are treated on a case-by-case scenario.

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, 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.

COMMUNITY AREAS

COMMUNAL AND PUBLIC SPACE ATTIRE POLICY

Due to the nature of living in a residential community and the uniqueness of our residence, residents and visitors may not enter the building or congregate in communal areas without proper attire. Shirts, shoes, skirts, pants, shorts, leggings, etc. **are required**. **Clothing must fully cover undergarments.**

COMMUNITY LOUNGES

There are community lounges on each floor and the 1st and 2nd floors open to residents and meant for gathering, studying, and relaxing. All residents using these spaces must follow the below rules:

- Be respectful of others and mindful that this is community space.
- Be courteous during organized events.
- All activities held in communal areas must have a person that oversees the event/activity.
- During events, recreational activities are prohibited, such as video games, loud music, and loud conversations.
- No Alcohol
- No tampering with the displayed artwork/decorations or televisions.
- Furniture must be utilized appropriately and cannot be moved from its original location.
- Please dress appropriately and wear shoes, shirts, and pants/ shorts/skirts.
- Be responsible for your own personal items, should you leave something behind please read the following policy: Abandoned property policy.
- Residents wishing to reserve any community lounge for an event must request it by contacting the building Student Life staff.
- Clean up after yourself before leaving the lounge so everyone can enjoy a clean environment.
- No sleeping in public places.
- Public spaces are under 24-hour surveillance.

OUTDOOR TERRACE

Due to NYC Local Law 11 building Facade work, the Outdoor Terrace will be closed for the Summer 2025 term.

There is an outdoor terrace located on 2nd floor. There are tables and seating for your convenience. The terrace is open during daylight, weather permitting. There is no alcohol or smoking allowed on the terrace. Should noise levels go beyond acceptable limits or residents misuse this space, we will have no choice but to close it permanently.

KITCHENETTE

There is a kitchenette in your suite, and it is provided for residents in the suite to use. We ask that all residents abide by the simple rules below so everyone in the suite can enjoy the space:

- Clean up after yourself.
- 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. Do not leave the kitchen while your food is cooking.

LAUNDRY ROOM

Please be mindful of your laundry. 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 may face removal from the residence. Please remember you are on camera.

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 suite or room has sustained damage beyond the usual wear and tear, the cost of the repair 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 (not every item is listed, this is just a reference guide). Just because an item and charge are 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
Air Conditioner Unit	$150.00
Basin	$225.00
Bed	$250.00
Blinds (per blind)	$100.00
Chair	$125.00
Closet/Armoire Door	$200.00
Defacement of EHS Property	$200.00
Desk	$300.00

Door Defacement (inside/out)	$150.00
Drawers for beds/desks/nightstands	$75.00
Dresser	$270.00
Fire Evacuation Sign	$50.00
Fire Safety Notice	$40.00
Key Lock	$400.00
Light Fixtures	$150.00
Mattress	$150.00
Medicine Cabinet	$250.00
Microwave	$150.00
Microwave Plate	$50.00
Mirror	$100.00
Paint/Repair Ceiling	$250.00
Paint/Repair One Wall	$100.00
Painting (Full Room)	$350.00
Refrigerator	$400.00
Refrigerator Shelving	$75.00
Room Sign	$75.00
Shelves	$25.00 per shelf
Shower Fixtures	$350.00
Shower Rod	$25.00
Smoke Detector Device/CO2	$150.00
Toilet	$250.00
Toilet Paper Roll Dispenser	$25.00
Towel Rod	$25.00
Tub Re-glazing	$350.00
Window Stoppers	$150.00
Window/Glass replacement	Cost invoiced

OTHER CHARGES

DESCRIPTION	CHARGE
Building ID	$10.00
Improper Checkout fee	$150.00
Unauthorized Appliance	$100.00
Cleaning Fee	$100.00
Bulk Item Removal	$100.00
Furniture Disassembly	$150.00

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.

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 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
- Educational Projects
- Community Service
- Referral for Substance Abuse Evaluation, Education and/or Treatment
- Referral for Personal Counseling
- Restitution for Damages
- Disciplinary Probation
- Required Room or Building Reassignment
- Loss of Visitor Privileges
- Probation
- 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 is 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 into 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., lounges, hallways, and elevators) 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 or 301 First Avenue Residence). 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

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 action taken by EHS, their school and/or legal authorities.

FITNESS CENTER

By residing at the 301 First Avenue Residence, EHS residents have access to the Fitness Center located in the lower level. EHS requires all residents that move into the building to accept our EHS Fitness Center Waiver which can be viewed by clicking here. Educational Housing Services makes no representations, warranties, guaranties or promises regarding the Fitness Center at the 301 First Avenue Residence, including its facilities, services, availability or otherwise and EHS shall have no liability for any injuries occurring because of a resident's use of the fitness center. Access is a privilege and can be taken away if residents don't follow EHS policies. Resident's visitors are not permitted to use the Fitness Center.

EHS does not operate, manage, or control the fitness center. The fitness center at 301 First Avenue Residence is entirely independent of EHS. Residents will not be entitled to any monetary compensation or damages from EHS, and EHS shall be held harmless, in the event of any temporary or permanent closure of, or reduction in amenities available at the fitness center. EHS does not assume any responsibility, risk, or liability for your use of the fitness center and hereby expressly disclaims the same. By using the facility, you agree to the terms of this paragraph.

MEMBER CONDUCT

- No cell phone or camera use is allowed in the facility and residents should not take videos or photograph anyone using the Fitness Center.
- Training of residents within the fitness center is not allowed. 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, hover boards, 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.

HARASSMENT AND INTIMIDATION

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

If 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.

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.

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 is $10.00 each and replacement cost for apartment and room key is $50.00 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 always carry your ID and key with you. If you are locked out, please follow these steps:

- All residents should go to the Security Desk in the Lobby if office is closed.
- You will need to show valid ID.
- Security will escort you to your room.

ID Cards: Should any resident lose their EHS ID card, there will be a $10.00 replacement fee.
Key Replacement: Should any resident lose their keys, there will be a $50.00 replacement fee per key.
Lock Change: Should any resident damage their lock they will be billed a $400.00 replacement fee.

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 because 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. These rules specify that persons under 21 years of age are prohibited from possessing any alcoholic beverage. Residents who are of legal drinking age may possess and consume alcohol within the privacy of their own rooms in accordance with the following rules (unless otherwise directed by your school/university):

- Alcoholic beverages may be consumed only within assigned rooms. No more than one (1) six pack of beer or one (1) bottle of wine may be allowed within your room. Hard liquor is prohibited. Any liquor that is found in the building will be confiscated, poured out, and the resident will face disciplinary sanction.
- Open containers of alcoholic beverages are prohibited outside of your room.
- Residents who bring alcoholic beverages into the residence are responsible for its legal use. This includes taking reasonable precautions to prevent the possession of alcoholic beverages by underage residents and visitors.
- 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. 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 must seek medical treatment for intoxication) may be subject to the appropriate disciplinary sanction by Educational Housing Services, your school and by legal authorities.

Please note: if you are living with us through your school and your campus is a no-alcohol or dry-campus community, those rules apply while you are staying with us at the 301 First Avenue Residence as well. 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 Educational Housing Services, regarding the use, sale, and distribution of controlled substances despite its changing legal status in other jurisdictions. Marijuana may be a legal substance in the State of New York, but it is strictly prohibited in any residence. If we find any resident or visitor to a residence room to be in possession of or using, 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 Pre-check-in form and remains in 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 service, 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. Pay for any fees for third party services (for example, music downloads) that you use, and comply with the terms of use applicable to the third-party internet services.

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 301First@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.

EXTERMINATION PROCEDURES

To protect the general health and safety of all our residents the following guidelines must be followed. There is an exterminator who performs weekly maintenance in common areas. If you find that you need to utilize this service, please email us to report a problem at 301First@studenthousing.org.

EXTERMINATOR RECOMMENDATIONS

Please keep your room free of debris and keep all food in sealed containers to help prevent a bug problem. We highly recommend that all unused boxes and plastic bags are properly disposed. Do not leave either item on the floor as this creates a breeding ground for unwanted insects and pests. The exterminator has been instructed to inform us of any rooms that violate these guidelines and a note to document such violations will be submitted to you. You will be given 24 hours to correct all noted violations and a post inspection will follow.

BED BUGS

In the past few years, there has been a resurgence of reports of bed bugs in New York City – with complaints from luxury apartments, 5-star hotels, popular clothing stores, subway, and theatres among them. We recognize the responsibility to investigate every report, take all possible precautions to prevent the spread of an infestation, and to eradicate any confirmed problems.

Educational Housing Services is committed to an effective and efficient response to residents who suspect they may have bed bugs.

Bed bugs are a serious community issue, and all residents are expected to comply with all instructions given to them immediately once bed bugs have been confirmed in their room.
Visit the New York Department of Health and Mental Hygiene for more information on bed bugs.

GUIDELINES

For the safety and comfort of all residents living in the residence, our staff will adhere to the following guidelines:

- As soon as a resident suspects that they may have bed bugs, they should stop by the Student Life Office, contact us by email at 301First@studenthousing.org or to report.
- We will contact our designated licensed exterminator who will perform a thorough inspection of the room in question. Should a resident notify us on a weekend or holiday day, the exterminator will check the room the next business day. Residents who report suspected bed bugs will not be granted a room or furniture change. This is crucial so that we can prevent the spread of bed bugs if they are found to be in the resident's room and belongings.
- Residents may not, at any time, deny Educational Housing Services staff access to their room.
- If the exterminator finds that there are no bed bugs activity present in the room, then no further action will be taken. The residents will be asked to continue monitoring their living space, and to notify us immediately if there are further problems. It is crucial the residents remain in their own room to prevent contamination of other rooms.

If the exterminator concludes that bed bugs are present in the room, we will provide the affected resident(s) with a detailed list of instructions for the removal and laundering of their personal items.

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 - 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 sanctions. 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 always sensitive to the needs of other residents. Courtesy Hours are always in effect 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.

If a sound can be heard through the walls to another resident or from the hallway, it is considered too loud.

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 decide on whether to contact parents depending on the severity of the situation.

PROHIBITED ITEMS

There is a refrigerator, microwave and a stovetop rage provided for you in your suite.

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

- Halogen lighting equipment
- Electric or gas-powered heaters
- Candles, incense, smoking and/or drug paraphernalia of any kind
- Flammable decorations such as Christmas lights etc.
- Furniture or microwave not provided by EHS.
- Illegal substances of any nature
- Explosives, fireworks, weapons of any kind, smoke laden materials, and/or instruments
- Electronic bikes, self-propelled scooters/skateboards, hoverboards similar items and any associated detachable battery

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

- Electric Kettles automatic shut offs
- Irons with automatic shut offs
- Crock pots
- Hot air popcorn popper
- Curling Irons with automatic shut offs
- Coffeemaker

BURNING SUBSTANCES

Burning any substance in the residence is not permitted. This includes, but is not limited to, burning candles, matches, water pipes and incense. Water pipes, 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 to ensure fire safety and cleanliness of the rooms. Additionally, outside furniture can contribute to pest problems. All rooms are furnished appropriately for its occupants. However, you are allowed to bring a television as we do not provide one.

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.

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 sanctions and will be required to remove the pet immediately.

RECREATION

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

BICYCLES & ROLLERBLADES

You are permitted to have a bicycle, rollerblades, and skateboard. You are NOT ALLOWED to ride them anywhere inside the building including the lobbies. Any bicycle, roller blades, and skateboard (or anything else, including doormats) left outside in the hallway is a safety hazard and will be promptly confiscated. There is a bike room for storage for your convenience.

DRONES

Drones, toy helicopters or similar items are not allowed in NYC for recreational and commercial use, subject to FAA regulations and flight controls put in place by local governments. These items are not permitted within EHS Residences.

GAMBLING

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

SELF-PROPELLED/ELECTRIC TRANSPORTATION DEVICES

Due to concerns surrounding electric bikes, self-propelled scooters/skateboards, hoverboards and similar devices and any associated detachable battery, they are prohibited to be stored or used in any part of the residence.

RESTRICTED AREAS

Residents are strictly prohibited from going into certain areas including but not limited to electrical closets, storage closets and areas in the lower/basement level. Residents cannot take emergency exits unless there is an emergency.

ROOFTOPS

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

RIGHTS AND RESPONSIBILITIES

Each resident living in an Educational Housing Services facility possesses specific individual and group rights and responsibilities which serve to guide housing personnel in making decisions concerning resident welfare and behavior.

Each resident has the right to engage in activities that are part of Educational Housing Services. However, these rights carry with them reciprocal responsibilities on the part of the individual to ensure these same rights and responsibilities that are associated with community living.

RESIDENTS HAVE THE RIGHT…

- To have free access to their living accommodations.
- To live in a clean and secure environment.
- To written copies of housing rules and regulations, or individual building policies which govern individual and group behavior.
- To the respect and safety of personal property.
- To study without interruption or interference.
- To be free of intimidation or harassment.
- To enforce the housing agreement/contract.

- To direct access to staff, which provides assistance, guidance and support as needed.
- To equitable treatment when behavior is in question.
- To host visitors, within established guidelines.
- To individual and group educational and developmental opportunities in their living community.

RESIDENTS HAVE RESPONSIBILITY...

- To adhere to rules and regulations.
- To comply with reasonable requests made by EHS staff and those appointed by them.
- To meet expected room payments.
- To monitor and accept responsibility for the behavior of their visitors when applicable.
- To respect the rights of others, as stated above.
- To report violations of rules and regulations to appropriate staff.
- To express themselves individually or by association with groups.
- To participate in judicial proceedings to determine appropriate standards of behavior when applicable.
- To contribute positively to the community by participating in educational and developmental activities. To abide by all applicable city, state, and federal laws.

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 room gender, age, school/internship, and then we take into consideration any other special requests.

In the event of a roommate conflict, EHS and/or your school/university reserve 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.

SHARED LIVING & ROOMMATE EXPECTATIONS

We recognize that sharing a living space may/will present challenges, where resolutions may require a skill set that you have not yet perfected. EHS is committed to supporting residents in maintaining a respectful and positive residential environment.

Residents who reserve double/triple occupancy room type are expected to make a good-faith effort to resolve reasonable roommate concerns through respectful collaborative communication, clear expectations, cooperation, and compromise.

When roommate concerns are recurring and a shared living arrangement is no longer appropriate, a resident may be required to transition to a single room at the applicable single-room rate, subject to availability.

Please understand that recurring or unresolved roommate issues may be considered when reviewing eligibility for future housing reservations. In some instances, it can be grounds for terminating a resident's license agreement.

ROOM CHANGE POLICY

Residents requesting a room change will be charged a $250 fee, which covers the preparation of the new space and the cleaning and maintenance of the vacated room.

Requests must be submitted in writing via email to the Student Life Office. The Director will review the request and follow up with the resident to discuss available options.

The fee must be paid prior to the move.

Resident room assignments are based on availability and booking date. Preferences can be noted when booking, such requests are accommodated based on availability.

ROOM ENTRY

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 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, attempt to gain access to, forcefully/passively access another resident's room or any other restricted area of the residence without 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

While we hope that everything is working great in your room. Sometimes things 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. Please email 301FirstAvenue@studenthousing.org to report any issues in your room.

ROOM OCCUPANCY

Residents selecting to live in a double/triple occupancy room are agreeing to the 'Family Unit' approach to room occupancy. Residents in this arrangement agree to share the responsibility of keeping their room clean and free of any damage and abiding by all EHS Policies listed in the Residence Code of Conduct.

Please remember double/triple occupancy rooms are intended for two/three residents, respectively. When a vacancy becomes available in a shared space, a new roommate will be assigned accordingly. If you are in a shared room that has a vacancy or if you are scheduled to vacate a fully occupied room, please be aware that we may show your room to prospective residents. We will always knock and announce ourselves before entering to tour the room. You are only permitted to occupy your side of the room, always. We will make every effort to give you at least a 24-hour notice prior to a new roommate's arrival.

Residents living in a single occupancy room are fully responsible for their room and by abiding by all EHS Policies listed in the Residence Code of Conduct, as this applies to all residents.

SECURITY

Security personnel are posted at the entrance of the building. Do not congregate around this area. Please be always mindful of your behavior and note that there are surveillance cameras throughout the building.

SEXUAL HARASSMENT POLICY

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.

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
Educational Housing Services	Residence Coordinator	**Phone**: TBD **Email:** 301First@studenthousing.org
Educational Housing Services	Director Of Public Safety Fred Neglia	**Phone:** 212-977-7622 Ext. 3624 **Email:** publicsafety@studenthousing.org
New York City Police Department		**Phone:** 646.610.5000 or by dialing 311
NYC Commission on Human Rights (NYCCHR)		311 or 212-306-7450 **Website:** www.nyc.gov/html/cchr
NOW NYC Hotline		**Phone:** 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 of the building, and do not block the entrances.

STATEMENT ON MEDICAL MARIJUANA

While marijuana has been legalized in New York, we are still bound by the federal law Drug Free Schools and Communities Act. This federal law still classifies marijuana as an illegal substance and requires that schools prohibit it in residence halls. Therefore, in compliance with the federal law, EHS does not permit possession, use, or distribution or marijuana in any form, for any purpose. Residents with a prescription should be advised to speak with their health care professional to discuss alternatives.

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 sanctions 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 and does not necessarily reflect the policies of your school or employer.

SOLICITATION

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.

STORAGE

There is no extra storage space available. Please do not bring more personal property than you can keep within your room. Summer 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.

VANDALISM

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

WINDOW

Even a small item that falls or is thrown out of your window can seriously injure or even kill a pedestrian. 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 fully subject of the law.

VISITOR POLICIES

This policy exists to allow residents to have visitors in a manner that does not infringe upon the comfort or rights of other residents and maintains an appropriate level of safety and security in the building. Hosting and/or being a visitor is a privilege, not a right. It is expected that residents having visitors know and abide by the visitor policy, communicate with their roommate(s) and make compromises when necessary. EHS reserves the right to change policies due to resident/visitor behavior.

Visitors must abide by all EHS policies and procedures. Residents are responsible for any action of their

visitor. Visitors who violate any EHS policy, while in an EHS residence, are subject to disciplinary sanctions, legal penalties, and will be asked to leave the residence. Additionally, the visitor may be banned from future visits and the resident may lose visitor privileges. EHS has the right to ban any visitor at any time. EHS does not provide beds, bedding, or linens for any visitor. Additionally, visitors are not permitted to use a residents ID/Keys to gain access to the building or the resident's room.

SUMMER VISITOR POLICY:

- A Visitor Registration Form must be completed, prior to any visitor entering the building. A QR code to complete this form will be posted in the lobby.
- Visitors must be 18 years or older.
- Residents are allowed one (1) daytime visitors and one (1) overnight visitor, at any given time.
    - Daytime Visitor Hours: 8:00 am – 11:59 pm
    - Overnight Visitor Hours: 12:00 am – 7:59 am
- **Overnight Visitor Fees:** The fee for a visitor is $5 per night for the first three (3) nights and $20 per night for each consecutive night after that, up to seven (7) nights a month. Please see the chart below. Any visitor staying longer than (3) nights in a row MUST be approved by a roommate.

Overnight Guest Payment Chart							
Number of Consecutive Nights	**1**	**2**	**3**	**4**	**5**	**6**	**7**
Amount Due ($)	**$5**	**$10**	**$15**	**$35**	**$55**	**$75**	**$95**

- Residents are only allowed seven (7) overnight visits per calendar month.
- Visitors are only allowed seven (7) overnight stays per calendar month, regardless of the host.
- Registration hours are from 8:00 am to 11:59 pm.
- Any visitor planning to arrive between **12:00 am – 7:59 am** must be registered by 11:59 pm, the day prior to arrival.
- Visitors must always be physically with their host resident, including entering/exiting the building and while in the host resident's room.
- No person who is required by law to register as a sex offender may be a visitor in any EHS residence.
- **ROOMMATE CONSENT**: If you have a visitor staying overnight and you have a roommate, you must get your roommate's consent, prior to visitor arrival. By completing the Visitor Registration Form you acknowledge that you have had a conversation with your roommate and have their consent.

VISITOR PROCEDURES:

- Prior to visitors gaining access to the building, the EHS Visitor Registration Form must be completed. (Visitors will need a photo of a government-issued ID and emergency contact information.)
- Once the registration form is complete, the below items will need to be presented to security:
    - Visitor's Confirmation Email (Visitor Pass)
    - Visitor's Photo ID
    - Resident's EHS ID

- Please note, to expediate the process, a resident may complete the form in advance, if they are able to upload all required documentation.