



RESIDENT HANDBOOK

2021 – 2022



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CoVID-19 STATEMENT

As a result of the CoVID-19 pandemic, some of our Policies and Procedures have changed. Please note that any item you see that is **HIGHLIGHTED** throughout this document has a CoVID-19 UPDATE associated with it that will supersede the policy as written until such time as the State of New York and The City University of New York announces that CoVID-19 Pandemic precautions are no longer required to be in effect. The CoVID-19 UPDATE is found starting at page 26 of this document.

Dear Residents,

Welcome to The Summit Apartments at Queens College! We want to welcome you to your new home, whether it be for one semester, one year, or the length of your entire degree program. Living on campus is an important part of the overall college experience, and we hope that you will find your time with us to be fulfilling and rewarding. We hope the information found in the Summit Resident Handbook will assist you in having a safe and enjoyable time residing with us. If you have any questions regarding the information in this document, please contact your Resident Assistant or a member of The Summit Apartments staff.

The most current edition of the Summit Resident Handbook can be found on our website which is located at <http://www.queenscollegehousing.com>. Residents are responsible for reading all Summit Apartments materials and information placed in on-campus mailboxes or posted on bulletin boards and resident access areas. Residents are responsible for complying with instructions provided by The Summit Apartments staff, who have broad supervisory authority for the administration of Campus Housing rules. Finally, residents are required to check their QC email account in accordance with Queens College policy.

The Summit Apartments staff is here to support your academic goals, to provide a safe and welcoming community that you can call home, and to provide numerous opportunities to create connections. These are lofty goals that can only be attained with you getting involved. Attend floor meetings, meet your roommates, suitemates, and neighbors, and join us as we present fun and stimulating events. The collegiate experience is about finding out who you are and who you want to be. This is the time to grow and experiment. Try a new activity, go to a sporting event, play or musical production, or even join a club.

The year will not be without its challenges. You may have some rough times personally or academically as each year brings new challenges, even to returning students. Please know that the staff is here to help. We'll provide you with information, resources, advice, and if necessary, redirection, to keep you on track. When you see us on campus or at a Summit event, stop by and tell us how we're doing this year.

Good luck and much success,

The Summit Apartments Team

STANDARDS OF COMMUNITY LIVING

Queens College is a community of people from diverse cultural, racial, economic, and ethnic backgrounds. Given this diversity, resident students have an opportunity to learn about individuality and life choices and how they impact other people. Residents can best learn from one another in an atmosphere of positive encouragement and mutual respect.

Bigotry and hatred will not be tolerated within our community. Verbal or written abuse, threats, intimidation, and violence are not acceptable behaviors. Excuses, including alcohol or substance abuse as a reason or rationale for such behavior, will not be accepted.

We strive to create and maintain a community that is free of harassment, intimidation, and/or humiliation of our residents and staff. It is our belief that actions demonstrate a commitment to respecting the differences among individuals. On-campus living provides students with opportunities for developing skills and abilities as productive citizens of the future.

During these challenging times of the CoVID-19 Pandemic, residents are asked to follow the guidelines produced by the State of New York, The City University of New York, Queens College, and The Summit Apartments to ensure a healthy and safe living environment for all.

SUMMIT APARTMENTS STAFFING INFORMATION

Housing & Residential Life Office: Room 138

Location: Queens College
64-80 Kissena Blvd.
Flushing, NY 11367

Phone: (718) 997-4881

Fax: (718) 997-4882

Email: housing@qc.cuny.edu

Services: Issuing housing licenses, room assignments, general rate information, break housing information, student account information, summer conference housing information, and day-to-day operations. The offices of the professional staff members are also located here.

Hours: Monday - Friday: 9:00am - 5:00pm and 8:00pm - 11:00pm; Weekends and Holidays: 8:00pm - 11:00pm

SECURITY GUARDS

The Security Guards staff the lobby reception desk 24 hours a day, 7 days a week, all year round. They assist with providing general information, contacting a Resident Assistant, and monitoring resident traffic. They assist The Summit Apartments staff in cases of medical, psychological, and maintenance emergencies by collaborating with Public Safety as needed.

MAINTENANCE / CUSTODIAL STAFF

The Maintenance/Custodial staff provide maintenance and custodial services for The Summit Apartments and public areas. Work orders can be submitted online via the Resident Portal or at the office. Maintenance and Custodial staff are available on-site Monday through Friday from 9:00am – 5:00pm. These times vary during holidays and break periods. For emergencies after hours, contact the RA on duty.

HALL COORDINATOR

The Hall Coordinator is a part-time staff member who assists the Associate Director of Housing & Residential Life with supervising the Resident Assistant staff, coordinating large-scale programming, and assisting the office staff.

OFFICE COORDINATOR

The Office Coordinator is a full-time professional staff member who oversees the operation of the Housing Office. This staff member can assist with lock-outs, provide housing information, sign out packages and mail for you, as well as assist you with facility concerns. The Office Coordinator also assists the Assistant Directors, Associate Director and the Director with the overall administration of the building.

ASSISTANT DIRECTORS

The Assistant Directors are responsible for overseeing the daily operation of The Summit Apartments within their assigned area. These areas include:

- **ACCOUNTS RECEIVABLE:** responsible for the day-to-day financial operations of the office including payment processing, collections of outstanding housing fees, and handling various financial reports and budget tracking.
- **OPERATIONS:** oversees the housing assignments, processes student billing, and coordinates the room selection process.

ASSOCIATE DIRECTOR OF HOUSING & RESIDENTIAL LIFE

The Associate Director serves as the primary supervisor of the RA staff and the Maintenance staff, oversees the student disciplinary process within Campus Housing, advises the Community Council, provides oversight for student and professional staff training and selection, and participates in campus-wide committees.

DIRECTOR OF HOUSING & RESIDENTIAL LIFE

The Director is responsible for overseeing the professional staff for The Summit Apartments and their day-to-day activities. Additionally, the Director serves as the primary representative for The Summit Apartments with various Queens College departments as well as within the CUNY Administration.

RESIDENT ASSISTANTS (RA)

Resident Assistants are student residents who have been trained as peer resources for The Summit. The “RAs” have knowledge of The Summit and Queens College resources and will help in the development of constructive relationships among The Summit residents. Residents will receive information on how to contact the RAs. Your contact with these student leaders, who are carefully selected for their ability to serve as peer mentors, may well be one of your most impactful relationships at The Summit, and you are encouraged to call upon them for help and support.

RAs serve in several important roles in order to assist you with your educational and social pursuits. These include:

- **EMERGENCIES:** RAs are trained in emergency response procedures for situations involving serious physical illness and injury, psychological crisis, and threats to physical safety such as fires, major power failures and dangerous weather.
- **PEER ADVISING AND COUNSELING:** RAs assist students with questions and with personal and academic problems, and they are trained to provide referrals to resources on campus for more in-depth assistance.
- **BEHAVIOR MANAGEMENT:** RAs direct students to information in the Handbook in order to be familiar with the residence hall rules, and they assist students in deciding upon mutual expectations. RAs also confront students when rules are broken and assist fellow students in learning how to confront and enforce expectations with peers.
- **ADMINISTRATIVE TASKS:** RAs work with students on some basic administrative tasks that concern living unit assignments and physical facilities.
- **PLANNING ACTIVITIES:** RAs work with students, faculty members and others to plan social, recreational and educational activities for residents. These are the most important roles in which RAs serve on your behalf, but they may serve in other supportive functions as well as those specifically listed.
- **ROLE MODEL:** In the course of their work, RAs, like all students, are expected to adhere to the policies described in this Handbook. Should you ever have questions about your RA's performance or their behavior toward you, or if you feel that your RA's actions have been unfair or inappropriate, you may contact The Summit Apartments Office.

CAPSTONE ON-CAMPUS MANAGEMENT (COCM)

Capstone On-Campus Management (COCM) has been appointed by the Owner of The Summit Apartments at Queens College, Q Student Residences, LLC, with the consent and approval of City University of New York (CUNY), as the exclusive Licensor for the management of The Summit. Capstone operates The Summit Apartments but does not own The Summit Apartments. While COCM is a private company, Q Student Residences, LLC, is a not-for-profit limited liability company whose sole member is the Queens College Special Projects Fund, Inc., a not-for-profit 501(c)(3). The Summit Apartments' operational guidelines, practices, policies, etc., are determined by Q Student Residences, LLC, and COCM, as management Licensor, in consultation with Queens College in the interest of a seamless partnership that benefits the Queens College, CUNY community, and residents of The Summit Apartments. References to “The Summit Apartments” in this handbook indicate that COCM, is the “Licensor” authorized to act on behalf of the owner and institution in the management of The Summit Apartments.

SERVICES AND AMENITIES

COVERED BIKE RACKS

There is no cost or limit to usage of the bike racks. Residents must provide their own lock. Bikes left behind at the end of the academic year will be removed and discarded.

FITNESS CENTER

A 24-hour fitness facility is located on the 2nd floor of The Summit, overlooking the main lobby. There are a variety of cardio machines and free weights.

LAUNDRY

The laundry room is located on the 2nd floor of The Summit. There are fourteen (14) washers and fourteen (14) dryers available for residents to use. All laundry machines are free of charge. Residents are responsible for providing their own detergent and should make sure it is High Efficiency (HE) compatible.

MAIL AND PACKAGES

Student mailboxes are located on the 1st floor of The Summit. Mail should be addressed to:

Student's Name

Summit Apts @ QC, Mailbox # _____

64-80 Kissena Blvd

Queens, NY 11367

Mail will be delivered Monday thru Saturday by 9:00pm. If residents receive oversized packages, they will be contacted via email to stop by The Summit Office. Residents will receive their packages after bringing a photo ID to the office. Please ensure that YOUR name, not your parent's name, or sender's name, is listed as the recipient of the package. Otherwise, the staff reserves the right to return the mail/package to the sender.

MUSIC PRACTICE ROOMS

24-hour music practice rooms are located off the main lobby. Residents must check out a key from the front desk. Space is available for multiple students for group practice.

OUTDOOR GRILL

The Summit Apartments offer two charcoal grills located at the rear entrance of the building next to the bike racks. Residents may sign out the grills for use between the hours of 12pm – 9pm. To sign out the grill, leave your ID at the security desk and receive the grill equipment (tongs and brush). Residents must provide their own match light charcoal and food.

Rules for using the charcoal grill:

- Resident must read the "How to use a Charcoal Grill" manual located at the security desk.
- Resident may not leave the grill unattended at any time.
- Resident must scrub grill with brush provided after use.
- Resident uses grill at their own risk. The Summit Apartments and Queens College is not responsible for any injury occurred as a result of the charcoal grill.
- Resident is responsible for cleaning up any trash. Trash should be discarded in trash receptacle.
- DO NOT place anything flammable in a regular trash receptacle.

RESIDENT PORTAL

The resident portal is an online service built to assist you in communicating with The Summit staff. You can find the Resident Portal at www.queenscollegehousing.com. The online service is free to use. In order to use the portal, you must first register. There is an approval process, in which you should plan to wait at least 1 business day before your account will be active if you attempt to change the email address associated with the account.

HOW TO REGISTER:

- Go online to www.queenscollegehousing.com and click on the button labeled “I’m a Current Resident”
- Go to “Register Now” and fill out form. Use the first email address that you used on your housing application to have immediate access.
- You will receive an automatically-generated temporary password soon after registering. Your registration and account must be approved prior to use so wait at least one business day before trying to login. After waiting that length of time, login using your temporary password and then change your password.

STUDY LOUNGES

Study lounges are spread out throughout the building and have tables and chairs for group or individual studying.

VENDORS

The Summit Apartments will occasionally enlist a variety of vendors to provide services to ensure a smooth operation. Examples of vendor service include laundry, extermination, cleaning, vending, etc. If you ever have questions and/or concerns about a vendor, please contact The Summit Office.

MOVE-IN / MOVE-OUT PROCEDURES

ROOM CONDITION REPORT (RCR)

An RCR establishes the condition of the living space and its contents at the start of occupancy. Residents are strongly encouraged to complete the information contained in the “RCR” so that they are comfortable that it accurately portrays the condition of the room upon their arrival. In the event the Resident does not complete the RCR within three (3) days of receipt of their keys, The Summit staff may refuse to accept the report and the Resident shall forfeit all right to claim that damages to the apartment were evident prior to Resident’s move-in.

HOW TO COMPLETE YOUR ONLINE RCR VIA THE RESIDENT PORTAL:

- Sign into the Resident Portal
- Click on the “RCR” tab
- Click “View”
- Click “Check All Good” to mark all items as good. This will save you time in completing the form
- For any item which is not in good condition, change the selection to one of the following:
 - “Damaged – Needs Attention” if the item is damaged and needs to be repaired, fixed, or cleaned.
 - “Damaged – Note Only” if the item is damaged but does not need to be repaired (i.e. wall has a small scuff mark but doesn’t need to be painted)
 - Enter a description of the damage for any item that you didn’t mark a status of “Good”. Be as specific and concise as possible.
- While entering the condition of your room, save your RCR periodically to prevent loss of data due to a time-out of your account.
- Enter any general comments regarding the condition of your apartment/room in the bottom box. Click Save/Complete to enter your RCR into the system. Once the RCR is completed, it is no longer available for editing.

The RCR will be reviewed by the housing staff and if there are any items which require repairs, a work order will be created by the end of the next business day. If any of the items requiring repairs are an emergency, please contact the office or the RA on duty immediately.

CHECKING OUT

Within 24 hours of your last final exam of the License Agreement term, or during a room change, the following steps must be completed after instruction from The Summit Staff:

- Remove all of your personal belongings, trash, decorations, and/or alterations. The RA will not be able to grant you a “proper” check-out until all personal items and trash are removed. Any items left behind will be considered abandoned and discarded at the resident’s expense.

- Return all furniture to its original location; check drawers for forgotten contents.
- Clean your bedroom and bathroom; vacuum/sweep and return it to check-in ready condition.
- Submit your room key and mailbox key in the envelope provided at the Courtesy Desk in the lobby. There are charges associated with the replacement of each key if not returned during the check-out process. Non-QC students must also return their red QC ID Card. Fill out the information on the envelope and drop it in the collection box.
 - Simply returning keys without following other guidelines, neither cancels a License Agreement nor constitutes a proper checkout.

Once you have checked-out, or the move-out deadline has passed, you may not remain in The Summit without prior written approval from The Summit Staff.

Students may be charged a daily room rate (or holdover fee of \$100/day) at the discretion of the Director, based on the date the staff member completes the room condition report, which is not necessarily the departure date.

Licensors shall inspect the apartment and common areas upon Resident surrendering the premises and common areas, and any damage thereto which is deemed by the Licensor to have arisen during the Resident's occupancy and use of the Premises. Resident is not required to be present at the time of the move-out inspection; however, the Resident may request an inspection appointment for a joint inspection by Resident and Licensor. Such appointment must be requested at least seven (7) days prior to move-out, and all of the Resident's possessions must be removed by the time of the inspection. Resident shall surrender the premises and common areas in a clean and sanitary condition.

ABANDONED ITEMS

In the event that any items of personal property are left in the building after the housing contract has been terminated whether by expiration of the term or otherwise, The Summit Office will consider such items to be abandoned and will be discarded at the owner's expense. "Damage" charges may also be assessed due to the amount of work necessary for staff to remove the abandoned items and restore the condition of the bedroom/apartment after a check out:

- After the advertised Summit closing deadline
- After an administrative removal, relocation, or room change deadline
- For non-approved extensions (extensions must be requested and approved in writing, in advance)

EXPENSE OF MISUSE AND CHARGES FOR DAMAGES

Any damage to an apartment or public area other than normal wear and tear will be charged to the responsible party or parties to the extent that they are identifiable. Resident is responsible for guest(s) behavior and any charges or damages that result from misbehavior. Resident shall immediately report to Licensor and the local law enforcement authority any acts of vandalism to the Premises or the apartment in which the premises are located. To the extent not identifiable, all co-Residents will be jointly liable and will be assessed a charge. All invoices for damage are for the restitution of the damage that has occurred and must be paid within thirty (30) days. The Resident is responsible for reimbursement to the Licensor for any charges that are assessed as set forth in the License. Should charges be assessed and totaled after the expiration of this License, they shall constitute a debt payable by Resident immediately upon demand by the Licensor.

LIST OF COMMON DAMAGE CHARGES

The following is a list of common damages and the approximate associated charges. The list is necessarily incomplete, as many damages must be handled on a case-by-case basis and vendor/replacement costs are subject to change without notification. No charges will be assessed without fully considering reasonable wear and tear as well as the move in condition described on the Room Condition Report.

Appliance Deep Cleaning.....	\$50
Bathroom Cleaning (wipe down fixtures and vanity, damp mop floor, clean tub, clean toilet, wipe down walls, wipe down door)	\$90
Bed Frame/Springs Replacement	\$225
Bedroom Cleaning (vacuum carpet, clean out drawers, clean out closet, clean windows, dust blinds, wipe down baseboard, disinfect furniture).....	\$75
Bedroom Vacuuming	\$25
Blinds Replacement (size varies)	\$110
Blinds Wand Replacement	\$10
Cable Connector Replacement	\$12
Carpet Cleaning, per room	\$100
Carpet replacement (individual tiles)	\$15
Carpet Replacement, common area.....	\$1500
Carpet Replacement, per bedroom	\$900
Coffee Table Replacement	\$160
Counter Laminate Replacement	\$600
Deep Cleaning of apartment due to Noxious Odors (including removal and cleaning of PTAC, painting of all walls, and replacement of carpet tiles).....	\$350
Desk Chair Replacement	\$150
Desk Replacement.....	\$380
Dining Chair Replacement	\$95
Dining Table Replacement.....	\$360
Door Knob Replacement.....	\$450
Door Painting fee	\$50
Dresser Replacement.....	\$410
End Table Replacement	\$150
Entertainment Center Replacement.....	\$250
Full Kitchen Deep Cleaning (includes kitchen cleaning and deep cleaning of all appliances).....	\$240
Garbage/Trash removal (per box/bag)	\$15
Hollow Door Replacement (size varies)	\$400
Kitchen Cleaning (damp mop floor, wipe down all surfaces, clean out cabinets and drawers).....	\$75
Kitchen/Bathroom Flooring Replacement.....	Varies
Light Fixture Cover Replacement	\$40
Living Room Chair Replacement.....	\$800
Living Room Cleaning (vacuum carpet, dust furniture, clean windows/window ledges, dust blinds	\$150
Lost Mailbox Key	\$25
Lost Room Key	\$325
Mailbox Lock Replacement	\$35
Mattress Replacement	\$325
Microwave Door Replacement.....	\$160
Microwave Replacement.....	\$425
Minor Ceiling Repair (Major repairs or stains will be handled on a case-by-case basis)	\$110
Minor Wall Repair (Includes holes and nicks which can be patched or stains which can be covered. Major repairs or stains will be handled on a case-by-case basis.)	\$125
Nightstand Replacement	\$160
Painting of Wall (per wall fee).....	\$125
Refrigerator Replacement	\$800

Refrigerator Shelf Replacement	\$30
Refrigerator Condiment Rack Replacement	\$40
Removal of foreign objects from Plumbing	Varies
Screen Re-installation	\$10
Screen Replacement	\$35
Smoke Alarm Re-installation	\$25
Smoke Alarm Replacement.....	\$85
Living Room Sofa Replacement	\$1200
Stove Replacement.....	\$800
Toilet Paper Holder	\$25
Toilet Replacement	\$320
Toilet Seat Replacement.....	\$45
Towel Rack Replacement.....	\$35
Under Stove Compartment Door replacement	\$30
Upholstered Furniture Cleaning	\$150
Wall Outlet Face Plate Replacement.....	\$10
Window Glass Replacement (size varies).....	Varies
Window Guard replacement.....	\$25

* Some items on this list may require an additional delivery and handling fee.

MAINTENANCE AND CARE

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

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

If the premises require repairs by the maintenance staff, maintenance work orders can be submitted in writing to The Summit Office or through the online Resident Portal. Emergencies must be called into the designated emergency management phone number posted at the front desk.

WORK ORDERS

A Work Order request is an online form completed through the resident portal by residents who require maintenance or custodial assistance in their assigned unit. Residents must log-in to the resident portal or stop by The Summit Office in order to submit a Work Order. The Work Order permits the maintenance/custodial staff to enter the resident's assigned area to complete necessary repairs. Please note that although efforts are made for same-day response, work order requests will be prioritized based on severity of need. In some cases, multiple visits to the room may be necessary, but in most cases the repair can be resolved with one visit. Charges may be assessed for non-wear-and-tear damages.

HOW TO SUBMIT A WORK ORDER:

Avoid verbally submitting a non-emergency work order. Instead, we strongly encourage a written request by either:

- Logging into the resident portal on our website; be sure to accurately describe the issue in the space provided
- Emailing housing@qc.cuny.edu with specific information

RENOVATION AND REPAIR

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

FURNITURE

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

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

FREQUENTLY ASKED QUESTIONS REGARDING FACILITIES

We have collected the most frequently asked facilities questions for your reference. This information will help you set up your apartment and maintain it throughout the year.

WHAT DO I DO WITH MY PERSONAL TRASH?

Using trash bags with a capacity of no larger than 13 gallons, trash should be disposed of in trash chutes, not in common area trash bins. Residents should refrain from throwing large objects, electronics, hangers, boxes, etc. down the trash chutes. These items may be placed in the trash rooms. Please breakdown all cardboard boxes for easier removal. Our waste removal company, Royal Waste, hand-sorts all trash at their facility so separating recyclables is not required.

HOW SHOULD I HANG PICTURES ON THE WALL?

The goal is to minimize damage to the walls. For this purpose, we recommend painter's tape, tacks and picture hanger hooks. Do not use screws, nails (except finishing nails), duct tape, adhesive pads, or putty of any kind.

WHY CAN'T I HANG ANYTHING FROM OR NEAR THE SPRINKLERS?

The sprinklers are extremely sensitive and may activate if jostled or tampered with. If this happens, your apartment (and apartments below you) will flood within seconds. Please be respectful of this equipment.

WHAT SHOULD I DO IF MY TOILET IS CLOGGED?

A plunger is available for check-out from the Courtesy Desk. Pump the plunger into the toilet to create suction, then release the plunger, and repeat those actions until the obstruction is cleared. If your toilet is overflowing, turn the valve on the lower left-hand side of the wall behind the toilet clockwise until it stops. Use something to soak up the water before it flows to the apartment below. See section below on maintenance emergency to determine how to report this problem. Avoid using toilet paper that is more than 2-ply as that can create clogs.

WHAT SHOULD I DO IF MY APARTMENT HAS A PEST CONTROL PROBLEM?

Most importantly, clean your apartment, as pests are usually the result from unsanitary conditions, such as improperly stored food, or organic residue in your garbage can, etc. If the problem persists, submit a work order. The maintenance staff will have our pest control company treat your apartment during their visit. If possible, capture a sample of the pest (place in a plastic bag) to show to the pest control company for accurate identification and treatment.

WHY DOES MY WATER NEED TIME TO WARM UP?

If there is not a lot of usage, it can take time for the hot water to reach your apartment from the boilers.

WHAT SHOULD I DO IF AN OUTLET IN THE BATHROOM OR KITCHEN DOES NOT WORK?

This is probably due to water contacting the required GFI outlet. There are two GFI buttons on the outlets in these areas: a test button and a reset button. If an outlet doesn't work, push the reset button. If the outlet still does not work, submit a work order.

WHAT SHOULD I DO IF I LOSE POWER IN AN AREA OF MY APARTMENT?

If there is a power outage in the apartment, you should find the breaker box, which is a metal insert in a wall in the common area of your apartment. There are two columns of switches in the breaker box. Each switch in a column should be facing the same direction. If one switch is out of alignment, flip it back so that it is properly aligned. If all of the switches are aligned correctly, locate the switch that matches the specific area where the power outage exists (e.g. the bathroom or kitchen) and flip that switch to the opposite position and then to the correct position.

WILL THE MAINTENANCE STAFF CHANGE LIGHT BULBS FOR ME?

Yes, the maintenance staff will change light bulbs on all apartment fixtures.

WHAT CAN I DO TO AVOID BEING BILLED FOR DAMAGES WHEN I MOVE OUT?

- Accurately submit your Room Condition Report within the first 72 hours of occupancy (make a copy for yourself)
- Clean your apartment at least once a week and pay special attention to vacuuming the carpets, cleaning the toilets, bathtubs, sinks, tile floors, stovetop, microwave, refrigerator, and countertops.
- It is wise to set up a cleaning rotation between all residents to ensure a clean apartment at check out.
- Keep your walls in good condition: hang only one or two pictures per wall using the methods recommended previously, do not place furniture directly against the walls, and make sure that your bed sheets and bedspreads do not mark the walls.
- Put a mattress pad or mattress cover on your mattress to protect it from stains.
- Do not install additional items such as shelves, hooks, or over-the-door hooks.
- Follow the instructions in your move-out letter to prepare your apartment for move-out. Be sure to coordinate your move-out preparation with your roommates, since common area issues may be billed to all residents of the apartment.

WHAT IS A MAINTENANCE EMERGENCY?

A maintenance emergency is one in which the safety of a resident is jeopardized or when basic life needs are not provided. In case of a maintenance emergency, the RA will activate the 24-hour on-call system and a staff member will come in to solve the problem.

SITUATIONS THAT WOULD BE CONSIDERED EMERGENCIES ARE:

- Both toilets in one apartment are clogged
- Heat does not work and temperature outside is under 45 degrees
- Air conditioning does not work and temperature outside is over 90 degrees
- Apartment and/or bedroom door will not lock
- No electricity in unit (after breakers have been checked)
- Flooding
- Refrigerator/freezer is not cooling food to safe temperatures
- Broken window (both panes)
- Inoperable smoke detector

SITUATIONS THAT ARE NOT MAINTENANCE EMERGENCIES, BUT WOULD BE HANDLED AS SOON AS POSSIBLE THE NEXT BUSINESS DAY INCLUDE:

- Clogged toilet in a unit where another toilet works and residents can share usage of the operating toilet
- No hot water
- Stove does not work
- Heat does not work and temperature outside is over 45 degrees
- Air conditioning does not work and temperature outside is under 90 degrees
- Clogged shower and/or bath
- Electricity is out for one or two items
- Smoke detector low battery indicator is sounding

SITUATIONS THAT ARE NOT EMERGENCIES AND WOULD BE DEALT WITH IN PRIORITY ORDER INCLUDE:

- Blinds will not go up/down
- Water drains slowly
- Broken towel rack
- Light bulb needs to be changed

OCCUPANCY MANAGEMENT

REQUEST FOR SPECIFIC SPACE / ROOMMATE(S)

The Summit community does not guarantee to assign a resident a specific space in a specific area of the building nor does it guarantee to assign a specific roommate(s) to share the space, but will attempt to honor specific requests of this sort whenever possible. Failure to assume assigned space may result in additional charges.

ROOM CHANGES

Residents who wish to change their room assignment should contact the Summit Office. However, room changes are able to be approved only if space is available. There may be damage assessment(s) and administrative charges for the space being vacated, cleaned, and repaired. Also, the student changing rooms must accept any associated rate changes.

RIGHT TO REASSIGN

The Summit staff reserves the right to reassign residents to another bedroom in the event there is a need to provide for renovation or repair of the community. If staff-initiated renovations or repairs become necessary, every effort will be made to minimize the inconvenience to residents and, whenever possible, advance notice will be given to residents as to the nature and time of the work which will be done.

RIGHT OF INSPECTION AND ENTRY

The Summit Staff, or its representative or designee, may enter the apartment/bedroom at reasonable hours for the purpose of making inspections, repairs, and for any other purpose deemed necessary, and at all times during an emergency. A request by any other resident of the apartment shall also constitute permission for the staff or its representative or designee to enter the Unit. A maintenance request by a resident shall constitute consent of Summit staff to enter the room. The Summit staff reserves the right to conduct an administrative search when there is reasonable suspicion of the presence of prohibited items (as outlined in the Resident Handbook) that may be considered a danger or hazard to the health and welfare of the Resident and greater resident community and/or a violation of law.

HEALTH AND SAFETY INSPECTIONS

The Summit Staff will enter Units to conduct safety and inventory inspections and to review the condition of the facility. This is done to reduce unreported damage and increase resident and community safety. You will receive advanced notice of inspections.

REQUESTS FOR RELEASE FROM LICENSE AGREEMENT

The resident may request a release from the License Agreement by submitting a written request to the Summit Office. However, simply submitting a request does not automatically result in the release being granted. Requests will be processed and reviewed based on the contents and stipulations of the License Agreement. In all instances, the burden of proof shall lie with the resident to demonstrate compelling grounds for early termination, accompanied by supporting documentation. The resident must follow the following procedures (subject to change) to request termination; provide written notice of intent to vacate, reason, and documentation (accepting that simply vacating the premises does not release the resident of the financial commitment outlined in the License Agreement). Typically, the only acceptable reasons for release from continued financial obligation to The Summit are withdrawal from Queens College; study abroad; graduation; military service.

TRANSFERRING APARTMENTS

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

- Submit a written request to The Summit Housing Office.
- Agree to a specific moving date.

- Arrange for an inspection of current apartment with a The Summit staff member.
- Agree to pay all license fee payments and damage costs found by the Management Staff to be attributable to Resident.
- Enter into a new License for the balance of the License Term that reflects the bedroom and apartment into which the Resident has moved.
- Be current on all other charges; no outstanding charges on the Resident's account.

SAFETY AND SECURITY

Safety is a partnership dependent upon each individual community member and their guests. In order for residential communities to be safe places to live, study, and grow, cooperative efforts by all residents are essential. Our approach to safety and security rests on one simple notion: each individual observing common precautions contributes to a safe and secure place for all to live.

CONSIDERATION OF OTHERS

As a member of the residential community, you have an obligation to that community and to the preservation of individual rights. You must balance your needs and desires with the rights of others. As a result, some actions may be found to be unacceptable because they interfere with the rights of other residents. Within The Summit community, you are expected to adhere to the following principles:

- Always consider the rights of other residents. Your actions should not interfere with the rights of another. In addition, your actions should not interfere with Queens College's and management's attempt to manage and maintain an educational environment within the residence hall system.
- Share equal responsibility for adhering to and enforcing community expectations. Each student is equally involved in developing their floor's community. Not only are you expected to not do anything that disrupts your community, you also are expected to assist in maintaining the standards of your community. You should report disruptions in order to maintain such standards.
- Be responsible for your own actions and those of your guests. You must accept any consequences associated with a violation of residence hall policies, CUNY Article XV, applicable laws, etc.

RESIDENT RESPONSIBILITIES

To create a safe, secure campus, residents are expected to share the responsibility for their own personal safety as well as the security of the residential community. Therefore, residents are expected to:

- Program these emergency numbers into your phone: (718) 997-5911 or (718) 997-5912; use of these emergency numbers will connect you quickly and directly to QC Public Safety
- Cooperate with guest, escort, and sign-in processes
- Not permit entrance to non-residents and/or unescorted guests
- Be aware of the location of the Emergency Phone locations around campus. These phones will connect directly to Public Safety and have no costs associated with use at times of emergency
- Do not participate either actively or passively in pranks
- Report suspicious activity, such as vandalism or trespassing, to Public Safety or The Summit staff
- Report all thefts, vandalism, or attempted thefts to the Public Safety, your RA and/or The Summit Office
- Keep ground floor windows closed and locked, with screens in place; do not remove window guards
- Do not throw items out of the windows
- Do not tamper with safety and security equipment, as it may result in serious consequences
- Lock room doors at all times
- Do not duplicate room or building keys and never loan keys to others
- Report lost keys immediately so room lock changes can be made
- Refrain from propping open building doors (interior and exterior)
- Secure personal property such as bikes, cars, jewelry, cash, or electronic equipment
- Promptly read, understand, and abide by the Resident Handbook
- Cooperate with staff, Public Safety, etc., during investigations of suspicious activity or criminal incidents
- Consider purchasing supplemental fire/theft insurance, either through your family's homeowners insurance or through renter's insurance

- Do not use sports equipment in the halls (remember, neither the College or the Summit will reimburse residents for damaged property and residents are responsible for damages)
- Inform your roommate of your whereabouts if you are gone for the weekend or overnight. However, do not post such information on the exterior door on your room or on any social networks
- Reduce opportunities for crime by being informed, alert, and conscientious community members

INTERNET SAFETY

Any form of bigotry, harassment, intimidation or threat that occurs as a result of use of any Internet service is prohibited. This includes but is not limited to comments made on any direct-messaging platforms, websites, blogs, social media sites, texts, etc. (user profile and/or user messages).

Use of cameras, camera phones, digital recording devices, and/ or video equipment without the specific consent of the persons(s) being photographed, recorded, and/or videoed is prohibited. Further, residents may face criminal prosecution and/or referral to the Queens College student disciplinary process if such images or recordings are placed on the Internet or are used as part of a business operation. Note: there is a photographic release in the license agreement for marketing The Summit Apartments.

EMAIL AND SOCIAL MEDIA:

Residents are strongly encouraged to maintain their personal safety on the Internet. Residents should never simply give out or post their room number, location, birth date, phone number(s), email addresses, names of roommates, etc. While Internet sites are used by many to establish social connections, not everyone will use them for honest purposes.

ANTI-VIRUS

Students are responsible for obtaining, installing, protecting, and maintaining their computer's operability against spyware, adware, malware, viruses, etc.

FIRE SAFETY

All rooms and apartments are equipped with smoke detectors. Each apartment is equipped with a sprinkler system. Several fire-alarm pull stations are located on each corridor. This equipment is monitored to ensure that it is in good working condition. If an emergency arises and you use the fire extinguisher, the extinguisher must be recharged. You must notify your RA and/or the RA on duty the time the emergency occurred and contact The Summit Office and/or the security desk. Failure to notify The Summit may result in disciplinary action, as well as a fee to recharge the extinguisher and any resulting damages to the property. Also, if the smoke detector in your room beeps because of a weak battery, please submit a work order through the Resident Portal.

Any person, who sets off a false alarm, interferes with the operation of the alarm system, or damages or removes any part of the alarm system for purposes other than those related to fire safety (including, but not limited to fire extinguishers, smoke detectors, sprinkler systems, fire doors or removes an exit sign) is subject to severe disciplinary sanction.

FIRE ALARM PROCEDURES AND ASSEMBLY AREAS:

Residents should assume that the sounding of any alarm is valid and are required to evacuate the building.

- Exit your apartment and go to the nearest stairwell.
- Go down to the first floor, exit the building, and proceed to the assembly point as instructed by your RA.
 - For Non-Fire alarms: sidewalk across from main entrance
 - For Confirmed Fires: Powdermaker Hall lobby, Library; or Dining Hall. Public Safety will grant access
- Find the staff member assigned to your assembly point and remain at the assembly point until the staff member authorizes you to re-enter the building or directs you to another location.

After evacuating, do not re-enter the building for any purpose until emergency personnel directs you to do so. Failure to comply with re-entry instructions, and/or evacuate during an alarm will subject you to disciplinary action from the College staff. Fire drills will be conducted each semester in accordance with QC processes and timelines as managed by Public Safety.

RULES AND REGULATIONS

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

1. IMPLIED CONSENT

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

2. NON-COMPLIANCE

Failure to follow a directive or comply with a member of The Summit staff and/or other policies as outlined in the CUNY Code of Conduct, Federal and State Law, and The Summit Resident Handbook is prohibited. Residents are expected to comply with and respond truthfully to reasonable requests of any Summit Office and/or College officials when acting in the performance of their duties, including administrative instructions and deadlines. These include but may not be limited to:

- Unauthorized room changes or transfers
- Misuse of QC/CUNY Identification Cards or keys is defined as improper use of any identification card, including knowingly altering or mutilating a card, or using the card of another, or allowing one's own card to be used by another student
- Being verbally abusive or argumentative with a Summit staff member, Security Guard, and/or College Official
- Failure to leave premises when asked to by a Summit staff member, Security Guard, and/or College Official
- Failure to complete sanctions assigned from a disciplinary hearing
- Refusal and/or inability to provide valid identification upon demand by The Summit staff, Security Guards, or any other University employee or affiliate.
- Participate in CoVID-19 processes such as mandatory testing, wearing masks, social-distancing, etc.

3. CHRONIC MISBEHAVIOR

A resident establishes an unacceptable pattern of misconduct when they are frequently documented for violations of policy. Although individual offenses might be minor, this pattern is considered chronic misbehavior. A pattern of chronic misbehavior, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem and can result in termination of the License Agreement.

4. ENDANGERING BEHAVIOR

Endangering behavior includes intentionally or recklessly causing physical harm, causing the impression of harm, threatening physical harm, or intentionally or recklessly provoking and/or engaging in physical fights or harassing any person in a way as to interfere with that person's academic pursuits, sleep, and/or other personal pursuits.

Further defined, any behavior or action by an individual or group, physical or verbal (including social media posts), in which the mode of expression, irrespective of its content or viewpoint:

- is lewd, obscene, or indecent
- consists of verbal abuse
- is reckless conduct that is inherently or potentially unsafe to other persons or to their real or personal property
- is seen as intimidation, coercion or bullying which is sufficiently severe, persistent, and/or pervasive
- engaging in behaviors that can place themselves and others at risk for contracting CoVID-19

Behaviors which can interfere with or limit a student's ability to participate or benefit from the educational services, activities, or opportunities offered by the institution, including, but not limited to, that which constitutes discrimination or harassment relating to race, gender, gender identity or expression, sexual orientation, religion, disability, or any other protected class.

The Licensor may terminate this License prior to the expiration of the License and immediately remove the Resident and their guests from the Premises in the event the Resident's behavior or the behavior of any of Resident's guests is or has the potential to become dangerous to the Resident or others.

5. DRUG AND ALCOHOL POLICY

Residents of The Summit shall abide by CUNY & Queens College policies, procedures and regulations and local, state and federal laws regarding presence of alcohol and possession and/or illegal use of drugs. The possession, sale, distribution, or provision of any illegal drug or drug paraphernalia is prohibited. Students found to be involved with drugs in or around The Summit may be referred to the Queens College Judicial Affairs Office and the case will be resolved in accordance with Queens College and CUNY Article XV. Where applicable, sanctions may address both the Resident's status in The Summit Apartments and the student status of the respondent with the College. Violations of drug policy may result in immediate license termination and/or suspension/expulsion from the College. The possession, consumption, and/or sale of alcohol or alcohol paraphernalia (including, but not limited to empty alcohol containers) are prohibited, regardless of age. The Summit Apartments reserves the right to immediately and permanently confiscate all drinking paraphernalia or items used in connection with any drinking game or the rapid, mass or otherwise dangerous consumption of alcohol of any type. Students found using drinking paraphernalia or participating in any drinking game will be referred to the College judicial process. This includes, but is not limited to, items such as funnels and table tops used in conjunction with drinking games. Violations of the Alcohol Policy outlined herein may result in administrative and/or disciplinary sanctions. Serious or repeated violations may result in the License being terminated.

6. SMOKING/VAPING/EDIBLES: TOBACCO & MARIJUANA

The Drug-Free Schools and Communities Act of 1989 requires universities that receive federal funding to have a drug use policy. This is inclusive of marijuana, and marijuana is still illegal under federal law. As CUNY receives federal funding, this means that use/possession on campus is applicable to being prosecuted.

As of January 1, 2012, tobacco may not be used anywhere on the Queens College campus. This policy applies to all tobacco products, including chewing tobacco and e-cigarettes/vaping. Restrictions are in effect on all indoor and outdoor locations, including doorways, stairwells, athletic fields, and parking lots. By extension, The Summit Apartments is also a tobacco-free and smoke-free community. Tobacco/Marijuana use and smoking/consumption of any substance is not allowed in the apartments, lobbies, common areas, hallways, or offices and is prohibited in all other public and private areas within The Summit Apartments. Smoking inside any part of The Summit Apartments will result in a cleaning fee starting at \$200 or more as well as charges to replace furniture and paint the unit.

7. PARTIES AND EVENTS

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

- Be open to all or advertised in any way
- Expand beyond the boundaries of the apartment or reserved common area.
- Must not consist of more than ten (10) guests per apartment and become too large for the host Resident(s) to exercise responsible control over the behavior of Residents and guests

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

- Result in excessive noise, damage or destruction, fighting or other disruptive behavior
- Exceed the normal boundaries, with persons gathering in hallways, stairwells, lounges, entrances, and common areas
- Have been advertised or promoted through flyers, posters or other means including electronic media

8. GAMBLING

Participation in illegal gambling activities in The Summit Apartments and/or Queens College-owned or controlled property, or a function not identified with The Summit Apartments Office or Queens College-sponsored activity is prohibited. Residents are not allowed to enter into wagering, betting or other games for the purpose of gaining money from other students. No poker, sports betting or other activities involving the exchange of money through gambling are permitted.

9. PETS

The presence of any animals, reptiles, birds, or pets on the Premises or about the Property is prohibited except for fish. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are prohibited. Any student found to possess a pet of any kind other than fish will be subject to Summit disciplinary action and will be charged a minimum fine of \$100.00 plus cleaning costs per occurrence. The Summit Apartments does allow service animals, but the resident must follow the policies of the Office of Special Services for Students with Disabilities which can be found online by visiting <https://www.qc.cuny.edu/StudentLife/services/specialserv/Pages/default.aspx>.

10. ACADEMIC LIVING ENVIRONMENT

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

11. NOISE

I. QUIET HOURS

Quiet Hours are defined as Weekdays from 9:00pm to 9:00am and weekends/Holidays from 10:00pm to 11:00am. 24-hour Quiet Hours will be in effect during exam periods or at other times deemed appropriate by The Summit Apartments staff. During Quiet Hours, noise must be reduced to a level that will permit normal sleep, study, and other activities that require the absence of disruptive noise. A resident responsible for violation of quiet hours may be subject to disciplinary action.

II. COURTESY HOURS

Activities that create excessive noise or that interfere with another person's or group's academic or personal pursuits or their ability to sleep or relax are prohibited at all times: music, television, or other electronic equipment playing at high volume, excessive yelling, music practice, violations of established quiet hours, large gatherings/parties, and other types of noise are prohibited and will not be tolerated. Students must be vigilant about their impact on those around them and behave in a way which demonstrates courtesy for the academic environment. Courtesy Hours are 24 hours a day, 7 days a week, year-round.

12. MISSING PERSONS POLICY

Under federal law, the Resident has the right to confidentially register with the Office of Housing and Residential Life at Queens College the name and contact information of an individual that the Resident would like to be contacted, within twenty-four (24) hours, if it is determined that Resident is missing from the campus and/or Resident's whereabouts are unknown for a period of twenty-four (24) hours or more.

13. ACCESS BY NON-RESIDENTS

If the Resident is on vacation or not present for any other reason, non-Residents (including family) may not use the premises. All non-Residents must be accompanied by a Resident. Residents may not give their student Queens/CUNY ID cards or room key to any non-resident. Residents who have allowed non-residents access by providing them with a student Queens/CUNY ID card or room key may be considered in default of the License.

14. KEYS AND STUDENT QC / CUNY ID CARDS

Keys remain the property of The Summit and must be returned at the end of the resident's occupancy and/or change in assignment. Charges of \$325.00 per room key and \$25 for mailbox keys will be assessed if those items are not returned at

the end of the term of the License Agreement or for replacements during the resident's occupancy. Residents may not duplicate keys. Residents may request a receipt for all keys returned to the Management. Never leave keys or access cards in places where they may easily be taken by others, and make sure that you know at all times where your keys and access cards are. Residents must always carry their room key and QC/CUNY ID card. If for any reason staff suspects that a resident's key is lost, they may require the resident to produce the item(s).

15. GUEST POLICY

I. GUESTS DEFINED

A guest is considered any person who is not a current resident of The Summit Apartments. Non-Resident guests under the age of 18 must be accompanied by a parent or guardian. All non-Resident guests must be accompanied at all times while in common areas of the building (i.e., lounges, lobby, etc.) by the host Resident. Resident hosts may not leave their guest(s) unaccompanied in the apartment. Residents may not give their QC/CUNY ID card or room key to any other person (resident or non-resident guest). If a non-resident is found in possession of an ID card or room key, it will be confiscated by a Summit Apartments staff member and the guest will be required to leave the building until their host returns.

II. SIGN-IN PROCEDURES

All non-resident guests must be signed-in and signed-out by the host resident. All non-resident guests must be over the age of 18 and have valid photo identification, such as a school ID card, government-issued ID card, state-issued Driver's License, or passport. Guests who do not have proper ID will be denied entry to the building. Residents are expected to inform their guests in advance that a valid photo ID will be required to enter the building. The host resident and guest must leave their ID at the Courtesy Desk for the duration of the visit. Both the resident host and the non-resident guest must sign out at the same time and collect all ID cards from the Front Desk staff.

III. ENFORCEMENT

The behavior of guests is subject to the same regulations that apply to residents and it is the responsibility of the host resident, who will be held accountable for the behavior of their guests, to ensure that guests understand their rights and obligations. Hosts are responsible for the behavior of their guests at all times while at The Summit Apartments, including if the guest is unaccompanied. The Office of Housing and Residential Life reserves the right to remove non-resident guests from the property if they are non-compliant with The Summit Apartments, Queens College, or CUNY policies.

IV. GUEST GUIDELINES

- Residents of an apartment must discuss expectations regarding guests at the beginning of each semester, and if necessary, put the expectations in writing via the roommate contract. Residents will be expected to abide by the agreed upon standards in regard to notification of guests, hours of visitation, etc.
- No more than two (2) guests may be signed in by any one (1) resident host. Host residents are responsible for the actions of their guest(s). If a suitemate does not approve a guest, that guest may not stay in the apartment.
- Residents with concerns about a guest should speak with their roommate first, and then, if necessary, with a member of the Summit Apartments staff.
- The total number of people in an apartment (including residents of the suite and their guest(s) at any given time should not exceed ten (10) people, even if the additional people are residents of The Summit Apartments.
- An overnight guest is considered any person that is not signed-out by 12:00midnight or is signed in between the hours of 12:00midnight and 8:00am.
- Cohabitation is strictly prohibited. No guest may stay as an overnight guest more than three (3) nights in a seven (7) day period, or six (6) nights within any given month, regardless of the resident host. If there are extenuating circumstances regarding the duration of stay, you may contact The Summit Apartments Office to discuss your individual situation prior to your guest's arrival.
- Guests may not "couch surf" meaning they are not allowed to maximize their visitation allotment with one resident then begin signing in with a different resident in an effort to remain in the building more than the aforementioned limitation.
- Guests may not sleep in lounges or public areas of the building. In addition, guests may not sleep in the living room of the apartment without permission from all suitemates.

V. MANAGING CONFLICTS

Should Summit Apartments staff receive a complaint involving either of the following:

- the presence of a guest is unreasonably interfering with the academic or personal well-being of the residents in particular apartment or in the building in general, or
- the students sharing a living space are unable to agree on the time, date, frequency, and duration of each other's visitors

The Summit Apartments staff may restrict the presence of guests in that apartment until such time that the suitemates are able to come to a mutually satisfactory agreement about visitation. Summit Apartments staff is available to mediate these discussions if necessary.

Conflicts involving guests will be addressed through informal discussions among suitemates or through formal mediation. Should such efforts fail, The Summit Apartments staff shall have the authority to establish reasonable parameters for visitation and all residents of that apartment will be expected to adhere to those terms. Failure to abide by these conditions may likely result in the reassignment of the student who violates the terms set forth and may also subject that student to disciplinary action should their guests be involved in a violation of a Summit Apartments policy.

VI. SPECIAL CIRCUMSTANCES

A resident may request an exception to this policy by submitting a written request to the Associate Director of Housing & Residential Life, or designee, who shall have the sole discretion to grant or deny the request based upon the circumstances (e.g. situation, frequency of exceptions sought, impact on suitemates, etc.).

There may be certain times of the year, such as semester breaks or exam periods, when these guest policies may be restricted or modified. Students will be notified via email in advance when any such changes occur. Any modifications or exceptions to these guest policies must be approved by the Office of Housing and Residential Life.

16. EMERGENCY LOCKOUT

If a resident is locked out of their apartment, the resident can come to the Courtesy Desk to request lock-out assistance. If, for any reason, staff suspect that a resident's key is lost, they may require the resident to produce the item. If not produced or after recurring lock-out services, the resident will be charged for a lock change. Residents need to have proper photo ID for residency verification purposes.

17. SOLICITATION, POSTING SIGNS, AND CHALKING

Solicitation, canvassing, posting and/or chalking of any kind, without the prior consent of The Summit Apartments staff, is not permitted in the Premises or about the Property. No sign, signal, advertisement, illumination, painting, poster or flyer of any kind shall be placed in any window or other part of the Premises without the written approval of The Summit Apartments staff.

18. WINDOWS

Participating in throwing, dropping or causing objects to fall from a window is prohibited. No Resident may remove a window screen, hang laundry or shake rugs from an apartment window. Windows may not be used as an entrance or exit except in an emergency. No resident may remove a window stopper, and if they are found to be removed the residents of that apartment will be billed accordingly and subject to Summit disciplinary action.

19. FIRE OR OTHER EMERGENCIES

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

A fire alarm must be taken seriously, and in the event of a fire alarm the Resident must proceed in accordance with established evacuation/fire alarm protocols. These instructions may not be removed for any reason. Intentionally sounding

an alarm in a non-emergency situation or tampering with emergency equipment is a criminal offense and the person or persons responsible will be treated accordingly. Tampering with apartment smoke detectors is prohibited. This paragraph shall not limit the Licensor's ability to impose additional charge, penalties or sanctions for damage or destruction of fire safety equipment. Refusal to leave a building during a fire alarm, refusal to produce proper identification upon request of the Licensor, refusal to cooperate with a reasonable request by the Licensor, emergency personnel, or police officials acting in performance of their duties is prohibited and may result in disciplinary action.

20. FIRE EXITS

The fire exits are for emergency use only. These exits are alarmed and monitored. Other than during emergencies, entrance to and exit from the building is only at the main entrance, which is serviced by security guards. Improper use of fire exits may result in disciplinary action, up to and including License Agreement termination.

21. EVACUATION

Residents must evacuate in the case of emergency at the sole discretion of the Licensor and/or Queens College. Resident understands that no reduction in license fees will be given in the case of emergency evacuations.

22. EQUIPMENT

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

23. CEILINGS

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

24. SPRINKLER HEADS

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

25. FIRE HAZARDS

PROHIBITED ACTIONS AND ITEMS:

- Movement and/or alteration of furniture, fixtures, and/or property without prior written permission from the Director or Associate Director or their designee
- Failure to comply with procedures established for health, maintenance and safety concerns
- "Piggy-backing" surge protectors (plugging more than one surge protector in an outlet)
- Use and/or possession of the following items:
 - Halogen lamps or neon signs
 - Fireworks, firecrackers, flammable liquids, cans or compressed gasses, poisons, highly combustible substances, chemicals, or any substance designed to injure others or damage property
 - Gasoline or electrically powered vehicles or engines regardless of their state or dismantlement
 - Open flame (e.g. candle, incense, cigarette, cigar, etc.) inside any part of The Summit Apartments
 - Appliances in bedrooms which have open or exposed heating elements (e.g. hot plates, toaster ovens, space heaters, sunlamps, halogen lamps)
 - Appliances without UL approval
 - Refrigerators in personal bedrooms in excess of 2.5 amps
 - Hookahs, e-cigarettes, or vaporizers including JUULs

26. HOLIDAY DECORATIONS

Holiday and other celebrations that typically involve the lighting of candles may be observed, with permission of The Summit Apartments staff, only in common areas downstairs visible to Security, and only if conducted in a manner that does not trigger fire safety systems. Examples of such events include but are not limited to the lighting of the Menorah during Hanukah or lighting the Kinara during KWANZAA. These rules apply to such occasions:

- Candle, incense, or other open flames are not permitted, even as decorations; this includes birthday, Shabbat, yahrzeit and holiday candles.
- Garbage bags or other flammable material may not be used for decorations.
- Room/apartment and individual lights may not be covered for any reason.
- Live trees are prohibited.
- Doors: Summit entrance doors, doors and windows in other public areas, and doors in student rooms may be decorated in a manner that does not deface or damage property, create a fire hazard or result in resident complaints. No more than 50% of doors may be covered at any time. Material that is difficult to remove or might result in damage, such as artificial snow, is not permitted.
- Decorations that violate any established policies are prohibited.
- Empty alcohol bottles may not be used as decorations of any sort.
- All lights or other decorations must be approved by the Summit Staff for your area.
- Extension cords may not be used.
- No protrusion through/around windows or screens.
- Any structures or decorations that do not meet the standards set by The Summit Apartments Office and the Fire Marshal will be taken down immediately. If the required changes are not made, The Summit Apartments Staff reserves the right to remove all structures from the room and bill the resident for the cost of removal. Failure to remove or re-design items may result in a disciplinary action.

27. PROHIBITED ITEMS

Residents found in possession of prohibited items will be required to remove the item from The Summit Apartments immediately and may face disciplinary action. Prohibited items may also be confiscated and returned at The Summit Apartments staff's discretion. Items and/or paraphernalia related to alcohol and/or drug usage will be discarded. In addition, residents will be responsible for any cost accrued in the removal of the item. Residents are responsible for all damage caused from the use of permitted and/or prohibited items

28. SPORTS EQUIPMENT

Use of any sports/recreational equipment inside any area of The Summit Apartments is prohibited. The use of equipment prohibited within the premises include but are not limited to: hoverboards, roller blades, scooters, bicycles, skateboards, footballs, soccer balls, basketballs, baseballs, volleyballs, lacrosse equipment, field hockey equipment, nerf balls, and frisbees. Bicycles are prohibited inside the building and must be stored in exterior bicycle racks. Water toys are prohibited including 'slip-n-slides', inflatable pools, squirt guns, etc., as well as the use of temporary and permanent hot tubs and waterbeds.

29. BICYCLE SECURITY

Park bicycles in bike racks only, secured with a lock. Register your bicycle with Public Safety. Do not chain them to fence posts, guardrails, stairwells, signposts, light poles, fire equipment, trees, or anywhere that interferes with exit from the building. Improperly chained bicycles will be subject to impoundment. You **CANNOT** store bicycles inside The Summit.

30. STORAGE SPACE

There is no storage space for Resident use at The Summit Apartments. Furthermore, during low-occupancy periods, such as holidays and breaks, residents are encouraged to take valuables home. Under no circumstances are utility rooms or custodial closets, entrances, hallways, stairwells or other public areas to be used for Resident storage.

31. COMPUTING POLICIES

The Summit Internet Service Provider (ISP) is Queens College Office of Converging Technology (OCT). The use of computing resources provided by The Summit Apartments (including the wireless service in the apartment, or any other computing services provided by the owner) may not interfere with others' use of shared computer resources and/or their activities. The generation of network traffic which compromises, cripples, or disables a network resource, propagation of computer worms or viruses, or spamming will not be tolerated. Servers (including web, ftp, mail, dhcp, snmp, tftp) are not permitted in The Summit Apartments. Students found to have violated this policy will be charged for the restorations of the computer(s) operating system and any hardware that may be corrupted. Please be familiar with the CUNY Policy by reading the information on the website: <http://www.cuny.edu/about/administration/offices/CIS/policies/ComputerUsePolicy.pdf>.

32. WEAPONS

Violations of Housing and Residential Life policies and procedures as outlined in either the Housing License Agreement or the Resident Guidebook regarding possession, storage or use of firearms including, but not limited to, BB guns and paintball guns, explosives, fireworks, ammunition or other weapons or dangerous articles or substances is prohibited. Possession of weapons may result in removal from University Housing. If you have a question on the status of a weapon, please contact the Office of Public Safety at (718) 997-5912.

33. NOXIOUS ODORS

Causing noxious odors (e.g. drugs, incense, cigarettes, clove cigarettes, candles, trash buildup, etc.) is prohibited.

CONDUCT POLICIES & PROCEDURES

THE SUMMIT APARTMENTS AT QUEENS COLLEGE & CUNY

In addition to adherence to the aforementioned policies and procedures, Queens College, CUNY, and all other student residents are expected to abide by all federal, state, and local laws. Violations of applicable laws may result both in administrative action by The Summit Apartments staff and/or Queens College or other college, and in criminal investigations and proceedings, at the discretion of The Summit Apartments Staff and the relevant college officials.

By virtue of agreeing to be a member of the community, Summit residents are expected to familiarize themselves with, accept, and comply with all policies and regulations regarding student conduct, and all policies for housing facilities, as published in various documents including, but not limited to CUNY policies, Queens College policies, this Handbook, and the License Agreement.

Alleged violations of policy will be referred to the appropriate campus official, including applicable court or law enforcement authorities, the Queens College Office of Student Affairs, and The Summit Apartments Office. Thus, violations may result in administrative actions by multiple parties, including, but not limited to Queens College and The Summit Apartments Office, regardless of the outcome of criminal investigations and proceedings.

The Summit Apartments staff may establish, with approval of Queens College and within the limitations established under the student judicial system, such rules, policies, and enforcement structures as necessary to maintain the orderly functioning of The Summit Apartments.

Summit incidents that involve suspected use or possession of drugs or alcohol, or any actions that could, under the code, result in suspension or expulsion, or, are a violation of the Henderson Rules, must be referred to the Office of Student Affairs.

Additionally, students whose license agreements are canceled for disciplinary or behavioral reasons will have violated the License Agreement's "default" policy, and therefore would not receive a refund for unused housing in The Summit, nor are they alleviated of their full financial commitment to remaining portions of the License Agreement.

CONDUCT VIOLATIONS: CUNY POLICIES

HENDERSON RULES

The tradition of the University as a sanctuary of academic freedom and center of informed discussion is an honored one, to be guarded vigilantly. The basic significance of that sanctuary lies in the protection of intellectual freedoms: the rights of professors to teach, of scholars to engage in the advancement of knowledge, of students to learn and to express their views, free from external pressures or interference. These freedoms can flourish only in an atmosphere of mutual respect, civility, and trust among teachers and students, only when members of the University community are willing to accept self-restraint and reciprocity as the condition upon which they share in its intellectual autonomy.

For more information on the Student Conduct process at Queens College or CUNY, please visit the websites listed below:

QUEENS COLLEGE:

<http://www.qc.cuny.edu/StudentLife/services/studev/Pages/default.aspx>

CUNY:

<https://www.qc.cuny.edu/StudentLife/services/studev/Documents/CITY%20UNIVERSITY%20OF%20NEW%20YORK-Henderson%20Rules.pdf>

CoVID-19 Updates to Resident Handbook

Items that are **highlighted above** have been updated as a result of the CoVID-19 Pandemic are shown below in *ITALICIZED* text.

SERVICES AND AMENITIES

FITNESS CENTER

The Fitness Center will be available as determined appropriate based on the State of New York and City University of New York's restrictions on public spaces. The space may be closed at any time when staff is directed to do so if it is believed to be a public health nuisance.

FOOD DELIVERY

*Residents choosing to have food delivered, be it pizza/sandwiches or groceries by a delivery service, will need to meet the delivery driver outside of The Summit Apartments in the designated area across from the entrance to the Muyskens Conference Room. Summit Staff are **not permitted** to accept food deliveries on behalf of the resident. If your delivery arrives and no one answers the telephone, the delivery will be returned to the vendor at the cost of the resident.*

LAUNDRY

Laundry Facilities should have no more than two (2) people in the room at any given time. Residents need to vacate the space as soon as they place their items into the machine(s) and return when their cleaning cycle is finished. Please take all of your items from the Laundry Room back to your own room to fold them. The laundry room is located on the 2nd floor of The Summit. There are fourteen (14) washers and fourteen (14) dryers available for residents to use. All laundry machines are free of charge. Residents are responsible for providing their own detergent and should make sure it is High Efficiency (HE) compatible.

MUSIC PRACTICE ROOMS

The Music Practice Rooms will be available as determined appropriate based on the State of New York and City University of New York's restrictions on public spaces. The space may be closed at any time when staff is directed to do so if it is believed to be a public health nuisance.

STUDY LOUNGES

Study lounges will be available as determined appropriate based on the State of New York and City University of New York's restrictions on public spaces. The space may be closed at any time when staff is directed to do so if it is believed to be a public health nuisance.

SAFETY AND SECURITY

Safety is a partnership dependent upon each individual community member and their guests. In order for residential communities to be safe places to live, study, and grow, cooperative efforts by all residents are essential. Our approach to safety and security rests on one simple notion: each individual observing common precautions contributes to a safe and secure place for all to live.

CONSIDERATION OF OTHERS

As a member of the residential community, you have an obligation to that community and to the preservation of individual rights. You must balance your needs and desires with the rights of others. As a result, some actions may be found to be unacceptable because they interfere with the rights of other residents. Within The Summit Apartments community, you are expected to adhere to the following principles:

- *Residents are required to wear Personal Protective Equipment (PPE), always including face coverings or face shields as well as practice proper social distancing (6-8 feet away from others) within the public areas of The Summit Apartments.*
- Consider the rights of other residents at all times. Your actions should not interfere with the rights of another. In addition, your actions should not interfere with Queens College's and management's attempt to manage and maintain an educational environment within the residence hall system.
- Share equal responsibility for adhering to and enforcing community expectations. Each student is equally involved in developing their floor's community. Not only are you expected to not do anything that disrupts your community, you also are expected to assist in maintaining the standards of your community. You should report disruptions in order to maintain such standards.
- Be responsible for your own actions and those of your guests. You must accept any consequences associated with a violation of residence hall policies, CUNY Article XV, applicable laws, etc.

RESIDENT RESPONSIBILITIES

To create a safe, secure campus, residents are expected to share the responsibility for their own personal safety as well as the security of the residential community. Therefore, residents are expected to:

- *New York State and The City University of New York require that all residents must clean and disinfect bathroom sinks within their apartment after each use*
- *Residents are expected to review and follow the New York State Travel Advisory guidelines located at https://coronavirus.health.ny.gov/covid-19-travel-advisory?gclid=Cj0KCOjw9b_4BRCMARIsADMUIyrsb6A9MmMHJl4nqVJhenuDbuck64uwJJ_gFRJgEZRykAeD_WdxLNRgaAmxkEALw_wcB, which may involve, and is not limited to, being tested, self-isolating or quarantining.*
- Program these emergency numbers into your phone: (718) 997-5911 or (718) 997-5912; use of these emergency numbers will connect you quickly and directly to QC Public Safety
- Cooperate with guest, escort, and sign-in processes
- Not permit entrance to non-residents and/or unescorted guests
- Be aware of the location of the Emergency Phone locations around campus. These phones will connect directly to Public Safety and have no costs associated with use at times of emergency
- Do not participate either actively or passively in pranks
- Report suspicious activity, such as vandalism or trespassing, to Public Safety or The Summit staff
- Report all thefts, vandalism, or attempted thefts to the Public Safety, your RA and/or The Summit Office
- Keep ground floor windows closed and locked, with screens in place; do not remove window guards
- Do not throw items out of the windows
- Do not tamper with safety and security equipment, as it may result in serious consequences
- Lock room doors at all times
- Do not duplicate room or building keys and never loan keys to others
- Report lost keys immediately so room lock changes can be made
- Refrain from propping open building doors (interior and exterior)
- Secure personal property such as bikes, cars, jewelry, cash, or electronic equipment
- Promptly read, understand, and abide by the Resident Handbook
- Cooperate with staff, Public Safety, etc., during investigations of suspicious activity or criminal incidents

- Consider purchasing supplemental fire/theft insurance, either through your family's homeowners' insurance or through renter's insurance
- Do not use sports equipment in the halls (remember, neither the College or the Summit will reimburse residents for damaged property and residents are responsible for damages)
- Inform your roommate of your whereabouts if you are gone for the weekend or overnight. However, do not post such information on the exterior door on your room or on any social networks
- Reduce opportunities for crime by being informed, alert, and conscientious community members

MAINTENANCE AND CARE

The Maintenance and Custodial Staff for The Summit Apartments will be practicing social distancing and wearing the necessary Personal Protective Equipment (PPE) throughout the course of their daily duties. With this in mind, residents are reminded to exercise the same precautions as they walk throughout the building's hallways and public areas.

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

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

If the premises require repairs by the maintenance staff, maintenance work orders can be submitted in writing to The Summit Office or through the online Resident Portal. Emergencies must be called into the designated emergency management phone number posted at the front desk.

WORK ORDERS

The Maintenance and Custodial Staff for The Summit Apartments will be practicing social distancing and wearing the necessary Personal Protective Equipment (PPE) throughout the course of their daily duties. With this in mind, residents are required to wear face masks when a Maintenance team member is in their apartment, bedroom, common area, or bathroom conducting a repair. Residents are required to maintain a minimum of 6-8 feet distance from the staff while they complete their work.

A Work Order request is an online form completed through the resident portal by residents who require maintenance or custodial assistance in their assigned unit. Residents must log-in to the resident portal or stop by The Summit Office in order to submit a Work Order. The Work Order permits the maintenance/custodial staff to enter the resident's assigned area to complete necessary repairs. Please note that although efforts are made for same-day response, work order requests will be prioritized based on severity of need. In some cases, multiple visits to the room may be necessary, but in most cases the repair can be resolved with one visit. Charges may be assessed for non-wear-and-tear damages.

HOW TO SUBMIT A WORK ORDER:

Avoid verbally submitting a non-emergency work order. Instead, we strongly encourage a written request by either:

- Logging into the resident portal on our website; be sure to accurately describe the issue in the space provided
- Emailing housing@qc.cuny.edu with specific information

RULES AND REGULATIONS

2. NON-COMPLIANCE

Failure to follow a directive or comply with a member of The Summit staff and/or other policies as outlined in the CUNY Code of Conduct, Federal and State Law, and The Summit Resident Handbook is prohibited. Residents are expected to comply with and respond truthfully to reasonable requests of any Summit Office and/or College officials when acting in the performance of their duties, including administrative instructions and deadlines. These include but may not be limited to:

- *Failure to wear Personal Protective Equipment (PPE) including face coverings or face shields as well as practice proper social distancing (6-8 feet away from others) at all times.*
- Unauthorized room changes or transfers
- Misuse of QC/CUNY Identification Cards or keys is defined as improper use of any identification card, including knowingly altering or mutilating a card, or using the card of another, or allowing one's own card to be used by another student
- Being verbally abusive or argumentative with a Summit staff member, Security Guard, and/or College Official
- Failure to leave premises when asked to by a Summit staff member, Security Guard, and/or College Official
- Failure to complete sanctions assigned from a disciplinary hearing
- Refusal and/or inability to provide valid identification upon demand by The Summit staff, Security Guards, or any other University employee or affiliate.
- *Participate in CoVID-19 processes such as mandatory testing, wearing masks, social-distancing, etc.*

3. CHRONIC MISBEHAVIOR

A resident establishes an unacceptable pattern of misconduct when they are frequently documented for violations of policy. Although individual offenses might be minor, this pattern is considered chronic misbehavior. A pattern of chronic misbehavior, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem and can result in termination of the License Agreement. *During the CoVID-19 Pandemic, residents who are documented for failing to abide by the State of New York, City University of New York, Queens College, and Summit Apartments policies for Personal Protective Equipment (PPE) and/or social distancing, will be in jeopardy of losing their opportunity to live on campus.*

4. ENDANGERING BEHAVIOR

Endangering behavior includes intentionally or recklessly causing physical harm, causing the impression of harm, threatening physical harm, or intentionally or recklessly provoking and/or engaging in physical fights or harassing any person in a way as to interfere with that person's academic pursuits, sleep, and/or other personal pursuits.

Residents who are documented for failing to abide by the State of New York, City University of New York, Queens College, and Summit Apartments policies for Personal Protective Equipment (PPE) and/or social distancing, will be documented for failure to comply. Failure to participate in mandatory testing for CoVID-19 and submitting results as directed will also be considered non-compliance and will jeopardize your ability to continue to live on-campus. Furthermore, residents who refuse to practice proper cleanliness and sanitization within their apartments and risk the health and safety of their roommate(s) will be documented and subject to judicial action.

Further defined, any behavior or action by an individual or group, physical or verbal (including social media posts), in which the mode of expression, irrespective of its content or viewpoint:

- is lewd, obscene, or indecent
- consists of verbal abuse
- is reckless conduct that is inherently or potentially unsafe to other persons or to their real or personal property
- is seen as intimidation, coercion or bullying which is sufficiently severe, persistent, and/or pervasive

Behaviors which can interfere with or limit a student's ability to participate or benefit from the educational services, activities, or opportunities offered by the institution, including, but not limited to, that which constitutes discrimination or harassment relating to race, gender, gender identity or expression, sexual orientation, religion, disability, or any other protected class.

The Licensor may terminate this License prior to the expiration of the License and immediately remove the Resident and their guests from the Premises in the event the Resident's behavior or the behavior of any of Resident's guests is or has the potential to become dangerous to the Resident or others.

7. PARTIES AND EVENTS

Per the New York State and City University of New York Guidelines, residents are encouraged to utilize online meeting platforms and social media to interact with one another during this time. Residents wishing to interact with members from a different apartment in person will need to do so in the main lobby within the confines of the identified spaces. Tables and chairs are not to be moved to increase the size of a meeting space. Meetings can be no more than 4 people at any time within a socially-distanced portion of the lobby.

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

- Be open to all or advertised in any way
- Expand beyond the boundaries of the apartment or reserved common area.
- Must not consist of more than ten (10) guests per apartment and become too large for the host Resident(s) to exercise responsible control over the behavior of Residents and guests

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

- Result in excessive noise, damage or destruction, fighting or other disruptive behavior
- Exceed the normal boundaries, with persons gathering in hallways, stairwells, lounges, entrances, and other common areas
- Have been advertised or promoted through flyers, posters or other means including electronic media

15. GUEST POLICY

The current ban on non-resident guests will continue until further notice. This means that if you do not live within The Summit Apartments, you will not be permitted to enter the building. All guests will need to wait OUTSIDE of the building for the resident to come downstairs and meet with them elsewhere outside of the campus.