

Buffalo State University Housing License 2026-27

BUFFALO STATE UNIVERSITY HOUSING LICENSE AGREEMENT

Buffalo State University supports, complements, and enhances the academic mission of the **University** by creating a dynamic residential life program that encourages and provides opportunities for individual growth and development for a diverse residential population.

Buffalo State University (the “**University**” as applicable) enters into this Housing License Agreement (“License” or “License Agreement”) with student (the “Student” or “Resident”). This License Agreement is effective as of the date the Student's signed License Agreement and Housing Application Form is received and approved by the **University’s Residence Life Office** . The Resident’s signature on the Student Housing Application signifies their agreement to and acceptance of all of the terms of this License Agreement, including, without limitation, the provisions relating to meal plans.

All Students/Residents agree to read and abide by all **University** rules and regulations, policies, and procedures, including but not limited to the [Residence Life Policy Guide](#) and the [Student Code of Conduct](#).

1. LICENSE.

The purpose of this License Agreement is to establish certain financial and other relationships between the **University** and the Student relating to the Student’s occupancy in residence halls or apartments. This License pertains to the Resident’s dormitory use of an assigned space in a room/suite/apartment (the "room") in any **University** student housing facility, including any facility that **University** may now or hereafter own, lease, or otherwise arrange to make available for student housing.

This License Agreement shall constitute only a license and shall not be deemed to constitute a lease or to create or transfer interest or a lien on real estate. The **University** reserves the right to terminate this License Agreement at its sole discretion. The relationship between the **University** and the Student shall be subject to the terms and conditions in this License Agreement.

The **University** reserves the right to alter or amend this License Agreement at any time when deemed appropriate, providing notification to all current Licensees via e-mail to their University e-mail account, or otherwise in a manner deemed appropriate by the University. The form(s) of electronic and written notifications will be determined by the **University**, as applicable, appropriate, and available.

The **University** shall select and may change at any time, in its sole discretion, the space to which the Resident is assigned and the furnishings, features, and other occupants of the room. If the Resident requests a residence hall or type of accommodation that is not available, they will be assigned to and charged the rate for alternative accommodations chosen by the **University**. Roommate requests based upon race, color, religion, sexual orientation, physical characteristic, or national origin cannot be accepted. Any questions and/or concerns related to accommodations in accordance with the Americans with Disabilities Act (ADA), New York Executive Law and other applicable state and/or federal law should be directed to [Student Accessibility Services](#) at sas@buffalostate.edu.

2. ELIGIBILITY.

The offer of on campus housing is extended to full-time matriculated students in a **University**- affiliated educational program who are eighteen (18) years of age or older, or who will attain the age of eighteen by the **University**’s move in date. If a Resident is under 18 years of age, the parent/guardian must sign additional documentation provided by **University** with reference to minors residing in on-campus housing.

Residence accommodations are available only to duly registered students of **the University** regardless of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence

Buffalo State University Housing License 2026-27

victim status or any other protected bases under federal and/or state laws. Undergraduate students must be enrolled for **12** or more credits by **the first day of fall semester (August 31, 2026) and spring semester (January 25, 2027)** and maintain **12** credits per semester from the beginning to the end of the academic semesters. Graduate students must be enrolled and maintain 6 or more credits per semester. If a student falls below the minimum credit threshold, such student must send an email to the **Residence Life Office** at reslife@buffalostate.edu for approval to stay in housing. Any such request for approval will be decided in accordance with and is subject to the University's sole discretion.

Incoming first-year students whose permanent address is more than 35 miles from campus are required to live on campus for two years unless they meet exception criteria as outlined in the [On-Campus Housing Residency Requirement](#). In their second year, Residents will be expected to sign the subsequent year's housing license. Failure to do so is considered a violation of University policy and may result in referral to the student conduct process.

Housing applications will continue to be accepted on a rolling basis. If space becomes limited, the University reserves the right to give priority to housing those students who are required to live on-campus as per the [On-Campus Housing Residency Requirement](#).

The University and the Residence Life Office may assign non-student occupants to any vacancies that may exist after all student requests have been satisfied, in accordance with University policies and procedures.

3. LICENSE PERIOD.

This License Agreement is for the Fall **2026** and Spring **2027** terms unless the Resident is a new spring term check-in, or this License is canceled or terminated as specified below. The term of the License Agreement shall begin on the check-in date set by the University's Residence Life Office, **but no earlier than 8:00 am on August 26, 2026 for new students and August 28, 2026 for returning students** for Fall Term and shall end at Noon on May 14, 2027 ("License Period"). These dates and times are in effect unless this License is canceled or terminated earlier as specified below. The License Period will not be modified unless approved in writing by the Residence Life Office.

During academic year breaks, including Thanksgiving Break, Winter Break and Spring Break, the residence halls will remain open to those Residents who sign up to remain on campus. Residents should expect reduced or no access to typical services including dining halls. All Residents who do not sign up, will not have access to the residence hall during the break period.

Students wishing to live on campus during Winter Break will need to pay the [Winter Break fee](#), which is a flat rate for the entire winter break. The winter break fee will not be prorated.

Students wishing to depart later than the scheduled start of a break or wishing to arrive earlier than the scheduled end of a break, may request a 'late stay' or early arrival'. If approved, the Resident may depart or return on the day they selected. If this applies to winter break, the Resident will pay the appropriate [daily rate](#) for all days they stayed late, or arrived early.

All dates for the beginning and end of break periods are outlined on the [Residence Life Office website](#).

Housing during Summer Break is available, but is not covered by this license. Students who would like to use housing on the University's campus during Summer Break will need to apply for a separate Summer Break Housing License.

4. CANCELLATION OF LICENSE.

- (A) This License Agreement binds the Student for the entire License Period unless the **Residence Life Office** receives and approves a written request from the licensee to cancel the housing license early.

Buffalo State University Housing License 2026-27

- (B) Students who are required to live on-campus as per the On-Campus Housing Residency Requirement will not be able to cancel their housing license early unless they are separating from the University (e.g. graduating, transferring to another university, withdrawing from the university) or they are participating in an academic program which requires them to travel at least 35 miles away from campus while also earning academic credit (e.g. study abroad, internship, student teaching).
- (C) All students are subject to [termination fees](#) unless they are separating from the University or they are participating in an academic program which requires them to travel at least 35 miles away from campus while also earning academic credit. Students may appeal the termination fees after they are placed on the student bill.

Students whose 2026-2027 application cancellation requests are submitted and approved will be charged a \$300 termination fee if applicable.

Students whose Spring 2027 application cancellation requests are submitted and approved will be charged a \$300 termination fee.

If the **Residence Life Office** approves the cancellation request and cancels this License, it will also cancel all room charges BUT NOT meal plan charges for the period after the student checks-out of the residence halls and the appropriate termination fees will be applied to the student bill. Please note that any changes to Meal Plan Charges must be negotiated between Chartwells and the Resident. If the student never checked-in to the residence halls, all room charges will be removed entirely and replaced with the appropriate termination fees.

- (D) If the Resident never occupies or vacates their assigned space without submitting a written cancellation request, or if their cancellation request is not approved by the **Residence Life Office**, this License will not be canceled, and the Resident will continue to be responsible for all fees due under this License for the entire License Period.
- (E) A Resident whose cancellation request is approved and checks-out during the last 10 days of the fall semester is responsible for all fall semester charges and the appropriate termination fees will be applied to the student's bill. A Resident whose cancellation request is approved and checks-out during winter break or during the first 10 days of the spring semester is required to pay for the first 10 days of spring semester and the appropriate termination fees. A Resident whose cancellation request is approved and checks-out during the last 10 days of the spring semester is responsible for all spring semester charges (See Exhibit A).

5. TERMINATION OF LICENSE BY THE UNIVERSITY.

To the greatest extent permitted by applicable law, the **University** reserves the right at any time, in its sole discretion, to terminate this License, to suspend the Resident from student housing, to postpone or cancel the assignment of any space, or to postpone the commencement of the License Period under the following circumstances:

- (A) if the Resident fails to pay any sum due under this License when due; violates any term of this License; ceases to be a **University** student, which includes failing to register for classes prior to the start of the semester; or fails to occupy or improperly vacate the assigned space; or
- (B) if the assigned space is unavailable for dormitory use or unusable due to any damage, construction, renovation, or repair; or
- (C) for any other reason that the **University**, in its sole discretion, deems to be good cause.

If this License is terminated because of the Resident's failure to fully perform any of their obligations under this License, they will continue to be responsible for all fees due under or as a consequence of this License for

Buffalo State University Housing License 2026-27

the entire License Period. To the greatest extent permitted by applicable law, the **University** may take possession of the assigned space 72 hours after the Student has been notified by email that their Housing License Agreement has been terminated. The possessions left in the space by a Student after the deadline shall be deemed abandoned and the student will be charged the appropriate abandoned property removal fee of \$150.00.

No refunds for the current semester will be given to a student who is suspended or expelled from the **University** or is removed by the **University** from on-campus housing for disciplinary reasons.

6. FEES AND PAYMENTS.

- (A) The Student understands and agrees that this License Agreement is for space in the **University**'s housing facilities and not for a specific room or building. In consideration of the assignment of the room, the Student agrees to pay the **University** [the appropriate charge for that type of room](#) upon check-in. Due to the nature of residential buildings, the Student acknowledges that there may be variations in overall size and shape between like units occupying the same number of students. No additional charge or credit will be assessed onto the Student's account to accommodate for these variations.
- (B) A **\$125.00** housing application fee must be paid upon application. Housing application fees are nonrefundable.
- (C) All other charges due under or as a consequence of this License (including, but not limited to, all applicable meal plan charges) must be received by the due dates specified in the bill(s) issued by the **University**. If such payments are not timely made, the **University** may terminate this License, and/or hold the Resident responsible for all costs, including collection agency and legal fees, incurred by the **University** in collecting past due payments owed hereunder. Failure by the Student to pay all charges does not constitute the cancellation of this License Agreement by the Student.
- (D) Students will be charged for damages caused to common areas (i.e., hallways, laundry rooms, restrooms, stairwells, elevators, outdoor areas, etc.).
- (E) Students will be charged for damages to occupied rooms as indicated on the Room Condition Report upon check-in/check-out. Students will acknowledge the Room Condition Report and Students who observe damage in their room upon check-in, must submit a work order as documentation of the damage. More information on how to report damage can be found in the [Residence Life Policy Guide](#). If upon check-out, there is damage beyond normal wear and tear found in the room, both roommates will be charged for the damage unless one roommate comes forward to claim responsibility for the damage.

7. ROOM SELECTION

- (A) Students who apply to live on-campus beginning at the start of the academic year, will have the opportunity to select their own room and roommates, provided they have applied by the deadlines outlined on the [Residence Life website](#).
- (B) Students who do not select their own room will be assigned to a space on campus at the sole discretion of Buffalo State University. The student will be responsible for paying the associated room fees for that assigned space.
- (C) Students who select their own room and roommates, may still be reassigned to another space should the University need to relocate Residents from that room for any reason.

8. CHECK-IN

Buffalo State University Housing License 2026-27

Check-in is defined as either obtaining the key for the assigned room; using the ID card to access the assigned room; or moving personal items into the assigned room. If a student is required to live on campus as part of the On-Campus Housing Residency Requirement, they will automatically be checked-in on the first day of the semester, even if they have not satisfied one of the criteria for check-in.

9. MEAL PLANS.

- (A) All Residents with 60 or less credits assigned to traditional or suite style residence halls are required to have one meal plan out of the Freedom 19, Balance 14, 175 Swipe Plan or 90 Swipe Plan meal plans. First-year students are ineligible for the 90 Swipe Plan option.
- (B) Meal plans are managed by [Chartwells Dining Services](#). Requests to cancel or change meal plans must be reviewed and approved by Chartwells. Residents who wish to change or cancel their meal plan can contact Chartwells by email at bengalcard@buffalostate.edu or by walking up to the office in person in the Campbell Student Union room 223. The deadline to change or cancel a meal plan is the same day as the add/drop deadline for academic classes.
- (C) Students who are required to have a meal plan and have not selected an option by June 14, 2026 will be automatically assigned 175 Swipe Plan for First-year students or the 90 Swipe Plan for all others.

10. OCCUPANCY AND USE.

- (A) The Resident alone must occupy their assigned space during the License Period and may not move to another room without prior written approval from Residence Life. Residents wishing to change rooms must first meet with professional Residence Life staff to submit a Room Change Request. If approved, Residents will receive an offer to change rooms, which must be accepted prior to changing rooms.
- (B) Any vacant space in a double-occupancy room may be filled by Residence Life without prior notice to the Resident. The Resident shall not interfere with any new occupant's use or enjoyment of the space or room. The Resident should not occupy both sides of a room when there is a vacancy (e.g., double occupancy).
- (C) Should a vacancy occur in a double-occupancy room, the Resident assigned to the room with a vacant space may be subject to the following actions:
 - a. The Resident may be reassigned to another room with another Resident and the Resident will continue to pay the double-room rate they are currently paying;
 - b. The Resident may remain in the room and convert the room from a double room to a single room for the remainder of the academic year. The Resident would begin paying the 'buyout' rate for the room in this case; or
 - c. If Residence Life has no other available rooms or Residents needing assignment or reassignment, the Resident may continue to pay their current double-room rate so long as the Resident does not use the vacant unassigned space and furniture and agree to accept a new Resident when assigned (section 10B above). Use of the vacant space and furnishings while the space is unassigned may result in Residence Life administratively moving the student to another room assignment (section 10Ca above). Refusal to accept another Resident in the unassigned space or any efforts made by the Resident to discourage or prevent another Resident from moving in, may result in the Residents being charged the buyout rate for the room retroactively charged to the first day the vacant space became vacant.
- (D) The Resident may not transfer or assign any rights they have under this License to any other person; any attempt to do so shall be null and void.

Buffalo State University Housing License 2026-27

- (E) The Resident shall use the room exclusively for residential and educational purpose in accordance with this License Agreement and shall not permit any other person to use the room for any purpose. Residents shall not use the residence hall for any commercial purpose, including but not limited to, running a business, or generating personal income. Residents cannot sublet their residence hall/apartment for any reason (e.g., collect rent, use as a homestay service location, etc.)
- (F) The Resident's housing assignment will be forfeited if they do not occupy their assignment by the end of the semester's Add/Drop period as designated on the **University's** academic calendar.
- (G) No animals, other than service animals as defined by the Americans with Disabilities Act (ADA), Emotional Support Animals approved by Residence Life and Student Accessibility Services, or fish in a tank smaller than 10 gallons, are permitted in the residential areas.
- (H) Non-**University** affiliated large gatherings (e.g., parties) which can be defined as any gathering exceeding the occupancy limits of a given residential assignment are not permitted indoors or outdoors in the residential areas.
- (I) If the University places a student in a temporary assignment at the start of the semester the Resident will pay the lowest double-occupancy rate available until they are reassigned to a permanent location. Students in a temporary assignment will be given 72 hours' notice to relocate to their permanent assignment, once one has been identified. Students in temporary assignments will be required to move to their permanent assignment and pay the appropriate room fees associated with the permanent assignment effective the day they check-in to their new assignment.

The **University** reserves all rights in connection with the assignment, re-assignment, or over-assignment of any room, or the termination of its occupancy. The **University** also reserves the right, in its sole discretion, to reassign a Resident to another room, apartment, and/or leased off-campus site in order to perform renovations, repairs, or to address health and safety issues, and/or when the **University** deems it to be in the best interest of the Resident or the **University**. If a residence hall under construction or renovation at the time this License is entered into is not available for occupancy, the **University** will give a minimum of 72 hours' notice prior to reassignment. In the event of an emergency, the Resident may be moved without prior notice. Reassignment of students by the **University** to a leased off-campus site or triple occupancy rooms due to a residence hall under construction/renovation/facility emergency that is not available for occupancy shall not permit students to cancel their License Agreement or require the University to otherwise terminate it. To the greatest extent permitted by applicable law, no discount or any form of payment reduction or credit will be provided to Resident during the term of the Agreement.

[Student Accessibility Services](#) collaborates with [Residence Life](#) to coordinate accessible campus housing for students with disabilities who need a reasonable accommodation that impact one's living situation. This includes students who require the services of a Personal Care Attendant (PCA). Students must follow the Student Accessibility Services' [Housing Accommodations Process](#) to submit their accessible campus housing request. The student making the request for an accessible housing accommodation should complete the request as soon as practicably possible before moving into **University** housing. If the request for accommodation is made after the deadline indicated on the [Housing Accommodation Process](#) website, the **University** cannot guarantee that it will be able to meet the individual's requested accommodation needs during the first semester or term of occupancy but will make reasonable efforts to do so in accordance with campus policy. If the need for accessible campus housing arises when an individual already resides in **University** housing, they should contact **Student Accessibility Services** and complete the steps to request a housing accommodation as soon as practicably possible. The **University** cannot guarantee that it will be able to meet the accommodation needs during the semester or term in which the request is received. If approved, the recommendation for housing accommodation will then be forwarded to the appropriate personnel in **Residence Life**.

Buffalo State University Housing License 2026-27

11. REGULATIONS AND POLICIES.

All materials contained in this License Agreement are an integral and binding part of this License Agreement. It is the Resident's responsibility to become familiar with all provisions of this License Agreement and the **University's** related policies. By signing this License Agreement, the Student agrees to review and abide by all policies and regulations of Buffalo State University and **Residence Life** that are or shall become effective during the License Period. These policies and regulations are included in the [Residence Life Policy Guide](#), the **Buffalo State University Student Code of Conduct** and other publications distributed by [Student Conduct and Community Standards](#) and **Residence Life** and are hereby incorporated in this License Agreement by this reference and are binding on all parties to this License Agreement. If the Resident violates any such policy or regulation, they may be subject to disciplinary action and/or termination of this License without refund by **Buffalo State University**, in its sole discretion. All meal plans are subject to [Chartwell's](#) policies, procedures, and service schedules; violators may be subject to disciplinary action and/or termination of their meal plan without refund.

Any Resident who is alleged to have violated a University or Residence Life policy is referred to the conduct process. Residents are encouraged to engage in the process. If, based on the information available, the result of the conduct process is a Resident's removal from the residence halls, the Resident's Housing License will be terminated (see section 5). If the alleged behavior is determined by the Director of Residence Life, in consultation with the Dean of Students, to be a threat to the residential community, the Director of Residence Life and/or the Dean of Students may take temporary administrative actions to protect the community, pending the outcome of the conduct process. Temporary administrative actions may include: temporarily relocating the Resident to another residence hall, temporarily banning a Resident from a residence hall(s), or temporarily removing a Resident from all residence halls.

Students that have been convicted of a felony will be required to disclose this information during the housing application process as described in the University's [Admission of Persons with Prior Felony Convictions policy](#). If a student is found to have a prior felony, they will be contacted by the **University** review committee to discuss the next steps in obtaining on-campus housing.

12. ACCESS.

The **University** reserves the right, at any time and for any reason, in its sole discretion, to enter a residence hall/apartment room without prior notice to the Resident in cases of emergency; personal injury; to make repairs or assess casualty damage; to inspect for compliance with health, fire, or building codes or with **University** policies or regulations; or because of any situation that the **University**, in its sole discretion, deems to be a danger to health, safety, and/or property.

Residents must also abide by residence hall access policies as outlined in the [Residence Life Policy Guide](#).

13. CONDITION OF PREMISES.

- (A) Residents shall maintain the room in a clean, safe, and undamaged condition at all times. Residents and any other persons assigned to the room, suite or apartment shall be jointly responsible for cleaning and maintaining any kitchens, bathrooms, or other common areas within the assigned room, suite or apartment. It is the responsibility of the Resident to comply with all health and safety regulations. Health and safety inspections are not intended to be a substitute for such responsibility. Disciplinary action may result from any health and safety violations outlined in the [Residence Life Policy Guide](#), including, but not limited to, excessive cleanliness concerns, and/or the use of prohibited items.
- (B) The Resident shall not alter the room or any furnishings therein in any way without **Residence Life's** prior written consent.
- (C) When the Resident vacates their assigned space, they shall remove all their personal property and

Buffalo State University Housing License 2026-27

leave the room and any furnishings clean and in the same condition they were in when they commenced occupancy, ordinary wear and tear excepted. The Resident agrees that the **University** may promptly dispose of any personal property left in the room after check-out or at the end of the License Period. The **University** will assess cleaning, repair, abandoned property removal and disposal charges equally among all those assigned to the room, unless individual responsibility is claimed by a Resident before departure.

- (D) Charges for damage to any common areas or furnishings in a housing facility may be assessed, in the **University's** sole discretion, against any or all of those assigned to the floor or the entire facility.
- (E) Upon checking-in, Residents will acknowledge a Room Condition Report and accept the condition of their room assignment by submitting work orders for all damages present upon move-in within one week of checking-in to the room and understand that any damages that were not submitted within one week of check-in or missing furniture may be billed to the Resident upon check-out.

14. PERSONAL PROPERTY.

The **University** has no responsibility for any theft, damage, destruction, loss, etc., of any personal property, including but not limited to money, valuables, equipment or any personal property belonging to or in the custody of the Resident, whether caused by intentional or negligent act or failure to act or natural causes, fire, or other casualty. The **University** is not liable for the failure or interruption of utilities or from conditions resulting from failure or interruption of the same.

15. PROCEDURES FOR CHECKING-OUT OF HOUSING.

Check-Out is defined as properly submitting the appropriate room change or cancellation request if appropriate, removing all items from the room the Resident is currently assigned to, cleaning and returning the room the Resident is currently assigned to its original condition, having a Residence Life staff member inspect the room, and returning any provided keys or electronic fobs associated with the current room assignment. Room fees may continue until the Resident properly checks-out of their room, even if the Resident has moved-out. Residents must check-out of their room by the end of the License Period, as outlined in the offer or directive to change rooms, or immediately upon cancellation or termination of this License. If a Resident does not properly check-out upon expiration, cancellation or termination of the License, or by the deadlines outlined as part of room change or directive to change rooms, Buffalo State University reserves the right to change the locks for the room, designate all remaining personal property as abandoned and dispose of it immediately and not allow the Resident to enter the room or the facility in which it is located to the greatest extent permitted by applicable law. Residents shall also be responsible for all costs and direct or indirect damages suffered by the **University** in connection with the Resident's failure to check-out by the appropriate date including, without limitation, the cost of accommodations for each person who would otherwise have occupied the assigned space and all legal and other expenses incurred by **Buffalo State University** in connection with removing the Resident and their property from the assigned space.

16. MISCELLANEOUS.

- (A) This License is the sole agreement between the Resident and the **University** regarding the assigned space and may not be changed except by an instrument in writing signed by **Residence Life** and the Resident. No oral statement made by any agent of the University shall be considered a waiver or modification of any terms or conditions.
- (B) If any provision of this License shall be found to be invalid, the remaining provisions hereof shall continue in full force and effect.
- (C) Without limiting Section 19 hereof in any manner whatsoever, in no event shall the **University** be

Buffalo State University Housing License 2026-27

liable to the Resident for any damages in excess of the sum paid by the Resident under this License.

- (D) This License shall be governed by and construed in accordance with the laws of the State of New York. In the event litigation is commenced to enforce the terms hereof, such dispute shall be heard in a court of competent jurisdiction in the County of Erie, New York.
- (E) Timeshall be of the essence in the performance of each of the Resident's obligations under this License.

17. FIRE SAFETY INFORMATION

New York State Education Law requires notification of fire safety standards and measures in all **University**-owned or University operated housing. To facilitate compliance, the following information is provided:

- (A) Residence Halls are equipped with a complete system of alarms, extinguishers; pull stations, heat and smoke detector/sensors, and exit signs, lights, etc. This allows **University** emergency personnel to respond quickly to the area in question.
- (B) Each residence hall/apartment community has been outfitted with fire extinguishers in public hallways and in each kitchen area.
- (C) University Police and **Residence Life** staff are on duty twenty-four hours a day, seven days a week to respond to any fire related emergency.
- (D) Additional fire safety information may also be found in the annual [Clery-Fire Report](#).
- (E) All Residents should review the Building Evacuation procedures outlined in the [Residence Life Policy Guide](#).
- (F) Fire safety inspections will be conducted at random throughout the academic year. Items that are found to violate fire safety regulations, as outlined in the [Residence Life Policy Guide](#), will be confiscated by the **University**. Confiscated items will be held until the end of the academic year. It is the Resident's responsibility to meet with Residence Life staff to pick up the confiscated item and immediately remove it from the residence hall. Any confiscated items remaining in Residence Life possession at the end of the academic year will be immediately disposed of.

18. INDEMNIFICATION

Resident shall be responsible to and shall defend, indemnify, and hold harmless the University from and against any and all losses, expenses, damages, and liabilities, including reasonable attorneys' fees, relating to or arising out of the intentional or negligent acts or omissions of Resident and/or any breach of this Agreement by Resident. Further, Resident will be responsible for the actions and/or omissions of all of Resident's permitted invitees and shall defend, indemnify, and hold harmless the University from and against any and all losses, expenses, damages, and liabilities, including reasonable attorneys' fees, relating to or arising out of the intentional or negligent acts or omissions of any such permitted invitees.

19. LIMITATION ON LIABILITY

To the greatest extent allowable by law, in no event shall University be liable for any special, incidental, consequential, or indirect damages arising from or relating to this Agreement, however caused and regardless of theory of liability, and the University's liability to Resident for any claim or loss, of any type whatsoever, arising out of or relating to this Agreement shall not exceed direct damages equal to the monetary amount actually paid by Resident pursuant to this Agreement.

Buffalo State University Housing License 2026-27

20. SUBMISSION

The Student submitting a License Agreement or application electronically shall be held responsible to all terms and conditions of this License Agreement once submitted. The authentication procedures for the **University's** web portal or web application serve as an electronic signature for the Student. Submitting application information electronically and then being offered a housing assignment by the **University** enters the Student into a legally binding contract with the **University** and financially obligates the Student to pay for the full term of the License Agreement unless as otherwise described herein. Electronic submission of the application information does not guarantee confirmation of a housing assignment.

New York State law indicates that an individual can sign a paper copy of this License. If the student wishes to sign a paper copy of this license, they may come to the Residence Life Office during business hours to sign a copy. Choosing to delay the signing of the license does not change any deadlines noted earlier in this License.

[Remainder of Page Intentionally Left Blank]

Buffalo State University Housing License 2026-27

Exhibit A

Room Charges Based on Check-Out Day

8/20/26 - 8/30/26	Charged 10 days of the fall semester (+ Termination Fee if applicable)
8/31/26 - 12/7/26	Charged for all days occupying room (+ Termination Fee if applicable)
12/8/2026 - 12/18/26	No refund on semester charges (+ Termination Fee if applicable)
12/19/26 - 2/4/27	Charged 10 days of the spring semester (+ Termination Fee if applicable)
2/5/27 - 5/4/27	Charged for all days occupying room (+ Termination Fee if applicable)
5/5/27 - 5/14/27	No refund on semester charges