

# New York University School of Law

## 2013-14 Entering Student Housing License

**Please review this License agreement carefully. You must agree to the terms and conditions of this License prior to submitting a returning student academic year housing application online.**

### 1. License

This License is for use of assigned space(s) in New York University ("NYU") School of Law residences and may not be changed or supplemented except in writing signed by you and approved in writing by a representative of the NYU School of Law Department of Residence Services. Apartmentmate requests based upon race, color, religion, sexual orientation, physical characteristic, gender identity/expression, or national origin cannot be accepted.

### 2. License Period

Unless terminated sooner as provided in Sections 11 and 12 of this license, the academic year License period will begin on August 24, 2013 and extend to May 21, 2014 for all non-graduating students; the academic year License period for graduating students will begin on August 24, 2013 and extend to May 25, 2014 no later than 10 a.m. All JD1 students are scheduled to arrive on Wednesday, August 21, 2013 and will be charged the JD1 Orientation Housing Fee from August 21 to August 24, 2013. The fall semester only License period will begin on August 24, 2013 and extend to December 28, 2013 (Exchange students and December 2013 graduates), and the spring semester only License period will begin on January 19, 2014. NYU School of Law reserves the right to postpone the commencement of any License period for any reason that it deems, in its sole discretion, to be a good cause, including the unavailability of the assigned space due to construction, renovation, or repair. When vacating the assigned space, you must check out and return all keys to the Department of Residence Services in your respective building located at 240 Mercer Street or 110 West Third Street. Residents of 230 Sullivan Street and 130 MacDougal Street check out at 110 West Third Street.

- **Non-graduating residents:** check out will be no later than 10:00 a.m. on May 21, 2014 (Wednesday)
- **Graduating residents:** check-out will be no later than 10:00 a.m. on May 25, 2014 (Sunday)

### 3. Eligibility

Current NYU School of Law students, faculty, and administrators are eligible to for License agreements. Priority for student housing is given to students who maintain full-time matriculation. Vacant spaces in an apartment may be filled with other students or with participants in NYU programs and other eligible persons in the sole discretion of the Department of Residence Services. You must be in good standing throughout the License period, or NYU may terminate your license.

### 4. Fees and Payments

(A) You are responsible for all charges for the full License period and will be billed on a semester basis. You will receive an invoice from the NYU Bursar which will include the amounts due for housing and all other charges due under or as a consequence of this License. Payment is due as invoiced. Failure to make payment on or before the date payment is due may result in termination of your License.

(B) Housing fees include utility charges, i.e., electric and/or gas service. For residents of D'Agostino Hall and Mercer Residence, housing fees also include local telephone, cable, and ResNet service. Assessments for damages to your apartment will be added to your NYU Bursar account.

(C) Information regarding NYU installment payment plans, including interest rates and penalties for late or nonpayment, and how to arrange to credit your student account will be sent to you. Unless your account is fully paid when due or you have arranged an acceptable payment plan with the NYU Bursar, your account will be placed in arrears, which may restrict your ability to register, obtain academic records, participate in job placement programs or receive a degree. You also will be responsible for all costs incurred by NYU, including collection agency and legal fees in collection of past due payments owed under this license. Interest will be assessed by the University for unpaid balances. In the event that you are in arrears, this license will be terminable forthwith at the sole discretion of the NYU School of Law Department of Residence Services.

## **5. Conditions of Use**

You shall use the assigned space only for dormitory purposes as permitted under Department of Residence Services rules and policies. Specifically prohibited actions include, but are not limited to, smoking, the burning of incense/candles/other types of open flame devices, excessive noise, pets, exterior radio and tv antennae/satellite dishes/cables, possession or use of firearms or explosives, possession or use of narcotics, illegal possession or inappropriate use of alcohol or controlled substances, placing items on window ledges, removal of or tampering with window guards, possession of an evergreen or other flammable decoration, throwing items out of windows, inappropriate use of fire extinguishers, solicitations, removing School of Law furniture or equipment. Free standing halogen torchiere pole lamps or halogen desk lamps, and tubular halogen bulbs are strictly forbidden in School of Law residences due to the potential danger of fire associated with their use.

## **6. Occupancy and Guests**

- (A) If it is necessary for the Department of Residence Services to make an assignment to a vacant space in an apartment, every effort will be made to provide you with notice of the new occupant's arrival. Although the Department of Residence Services will make every effort to provide advance notice, any vacant space may be assigned to another individual selected by the Department of Residence Services without prior notification to you or any other student sharing the apartment. You agree that you will not interfere with any new occupant's use or enjoyment of the assigned space or common areas.
- (B) You may not transfer or assign any rights that you may have under this License to any other person. Any attempt to do so is null and void and will permit the Department of Residence Services to terminate this License immediately.
- (C) Day or overnight guests may visit you, provided that you are in attendance for the duration of the guest(s)' stay and have the consent of others sharing your apartment and the Department of Residence Services, as governed by residence policies.
- (D) You are responsible for ensuring that the conduct of your guest(s) does not violate NYU School of Law Housing or University policies and that your guest(s)' conduct does not infringe the rights of other residents.

## **7. Right of Assignment Change and Access**

NYU School of Law reserves the right at any time, in its sole discretion, to change or cancel any space assignment at any time during the term or to enter any room to: (a) consolidate partially-filled apartments; (b) ascertain, upon reasonable cause, whether repair is or may be necessary; (c) inspect for compliance with health, fire and building codes or University regulations, and (d) handle what the Law School, in its sole discretion, deems to be necessary. Every reasonable effort will be made in such cases to provide you with adequate notice and, in cases where changes of assignment are necessary, a comparable apartment type.

## **8. Condition of Premises**

- (A) You specifically agree to be responsible for damage or other losses to the building, room, and furniture, except for damage or loss from ordinary wear and tear. You are responsible for the care of the assigned room, and every resident is expected to report any repair needed to the Department of Residence Services. Fixtures, furniture, equipment, and other effects that require maintenance work should be reported immediately.
- (B) You shall maintain your apartment in a clean, safe, and undamaged condition at all times. Apartmentmates will be jointly responsible for cleaning and maintaining kitchens, bathrooms, or other common areas. When vacating, you shall remove all personal property and leave the apartment and any furnishings clean and, save for ordinary wear and tear, in the same condition as found. The University may dispose of any personal property left after the end of the license period and may assess cleaning, repair, and disposal charges against the licensees of individual rooms or equally among those assigned to an apartment unless individual responsibility is established before departure.

## **9. Noise Policy**

All activities within the residential community must be conducted in a manner considerate of apartmentmates and neighbors. Parties, gatherings, loud music playing, and other activities potentially disturbing to residents must end by 11:00 p.m. from Sunday–Thursday and 1:00 a.m. on Fridays and Saturdays. Parties or gatherings may not be conducted in the hallways under any circumstances. During daytime hours, noise should be kept to a reasonable level. Twenty- four hour courtesy hours are always in effect. Two weeks prior to and during the exam period, all residents must adhere to a 24-hour quiet policy. Late-night complaints, i.e., any that arise outside of Residence

Services Office hours (9:00 a.m. to 5:00 p.m.), should be given to the Door Attendant on duty. The Door Attendant will assist the complainant or contact the appropriate administrator. Otherwise, noise complaints should be submitted in writing to the Senior Director of Residence Services.

(A) At that time the Director, or his/her designee, may meet with the parties involved, discuss with staff, and review any and all log reports pertaining to the complaint. A first-warning letter may be sent to the offending party.

(B) A second complaint will result in a meeting to discuss disciplinary action.

(C) A third complaint may result in a mandatory room change or eviction.

## **10. Personal Property**

You are responsible for your personal property, and it is recommended that you carry property insurance. The School of Law is not liable for loss or damage to your personal property whatever the cause of that damage or loss. Use of the laundry room or any other facility outside of your assigned space apartment is undertaken at your sole risk or the sole risk of your guest(s), and the School of Law will not be liable for any injury to person, or loss, theft of, or damage to, any property suffered by you or your guest(s) while using such facilities. The School of Law shall not be responsible for the loss of or damage to any property, article or package entrusted to, or left with, any employee of the School of Law or its agents or for any theft committed or for any other act or damage by any such employee whose services may be furnished or obtained by the School of Law. Any personal property left in your space after you vacate will be disposed of immediately, and you will be charged for removal of that property (see Section 9).

## **11. Cancellation Requests**

(A) No cancellation will be permitted once you have checked in, and you will be responsible for the full License period.

(B) To be without penalty, notice of cancellation must be submitted to the Department of Residence Services by April 5, 2013, or the date indicated in your initial assignment letter.

(C) If you cancel after April 5, 2013 and prior to May 15, 2013, you will be assessed a \$500 late cancellation fee.

(D) If you cancel after May 15, 2013, you will be responsible for the full license period.

(E) Cancellation fees will be added to your NYU Bursar account, and your account will be placed in arrears until the charge is paid.

(F) All cancellations occurring after the cancellation deadlines will be subject to the provisions indicated in your initial assignment letter.

## **12. Termination**

The Department of Residence Services reserves the right at any time, in its sole discretion, to terminate your License, to suspend you from student housing, to postpone or cancel the assignment of space, or to postpone the commencement of the License period:

(A) If you fail to pay any sum due under this license when due, violate any other term of this license, cease to be a NYU student, or fail to occupy or improperly vacate the assigned space;

(B) If the assigned space is unavailable for dormitory use or unusable due to any damage, construction, renovation, or repair;

(C) For any other reason that NYU, in its sole discretion, deems to be a good cause.

If this License is terminated because of your failure to fully perform any of your obligations under this License, you will continue to be responsible for all fees due under or as a consequence of this License for the entire original License period.

## **13. Failure to Vacate**

Unless your License period is extended, you will vacate your assigned space on or before the end of the License period. If the space is not vacated by the end of the License period (see Section 2), you are responsible for all costs and direct or indirect damages suffered by the School of Law in connection with your failure to vacate. Those costs and damages include, but are not limited to, the cost of accommodations for each student who would otherwise have occupied the assigned space, payment of use and occupancy of the space at a monthly rate equal to the then fair market value of the space and all expenses, including legal fees, incurred by NYU in connection with removing you from your assigned space. The School of Law's damages resulting from your failure to vacate the space on or before the end of the license period shall be an amount not less than \$1,000.00 per month, determined by the

Department of Residence Services in its sole discretion. Notwithstanding any other provision of this agreement, you waive any right that you may have or acquire to remain in the assigned space beyond the end of the License period.

#### **14. Miscellaneous**

(A) Time shall be of the essence in performing each of your obligations under this License.

(B) If any provision of this License is found to be invalid, the remaining provisions continue in full force and effect.

(C) In the event of a court determination of any School of Law liability to you in connection with this License, the aggregate amount of the damages to be paid by the School of Law will not exceed the fees paid by you under this License.

(D) This License will be governed by and construed in accordance with the laws of New York State applicable to contacts to be fully performed in New York State, and you agree to submit to the jurisdiction of the courts located in New York County for the resolution of any disputes arising hereunder.

(E) Any previous or collateral licenses or understandings between the parties regarding the assigned space are merged in this License, which is the sole license between you and the Department of Residence Services regarding the assigned space.

(F) No diminution or abatement of housing fees, or other compensation, shall be claimed or allowed for loss, inconvenience, or discomfort caused by war or compliance with any order, rule, or regulation of any civil or military authority, or arising from the making of repairs, alterations, additions or improvements in or to the premises, or by reason of any space taken to comply with any law, ordinance, or order of governmental authority.

(G) There shall be no diminution or abatement of the housing fees or any other compensation for interruption or curtailment of provided services when such interruption or curtailment shall be due to accidents, or to the making of alterations, improvements, additions or repairs deemed desirable by the School of Law or necessary to be made, or to inability or difficulty in securing supplies or labor, or to any other cause that is not gross negligence on the part of the School of Law.

(H) No diminution or abatement of housing fees, or other compensation, shall be claimed or allowed on the ground that repairs, decorations or improvements, if any, to be made to the premises are made after the date for the commencement of the term of this License.

#### **15. Regulations**

You agree to review and abide by all policies and regulations of NYU and NYU School of Law housing that are or shall become effective during the License period. These policies and regulations are included in the NYU School of Law Housing License, NYU School of Law Student Handbook, NYU Student Handbook, Department of Residence Services Building and Neighborhood Guide, and other publications or policies distributed by and available from the Department of Residence Services. If you violate any such policy or regulation, you will be subject to disciplinary action and/or termination of this License without refund by NYU in its sole discretion.

#### **16. Indemnity**

You agree to indemnify and hold harmless New York University, NYU School of Law and its trustees, officers, employees, agents, servants and representatives for any and all damages, loss, expenses, claims and liabilities arising out of your use of the licensed space or breach of any of the terms and conditions of this License, including, without limitation, any personal or bodily injury (including death) or damage to property.

By submitting an NYU School of Law Student Housing application, I acknowledge that I agree to be bound by the terms and conditions of this License.