

## **New York University School of Law 2018-19 Housing License**

Please review this License agreement carefully. You must agree to the terms and conditions of this License prior to submitting a 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. Apartment mate 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 Wednesday, August 22, 2018 and extend to 12:00 noon (EST) on Wednesday, May 22, 2019 for all non-graduating students; the academic year License period for graduating students will begin on Saturday, August 25, 2018 and extend to 12:00 noon (EST) on Saturday, May 25, 2019. All JD1 students are scheduled to arrive on Wednesday, August 22, 2018 and will be charged the JD1 Orientation Housing Fee from August 22 to August 25, 2018. The fall semester only License period will begin on August 25, 2018 and extend to Saturday, December 29, 2018 (Study Abroad students and December 2018 graduates), and the spring semester only License period will begin on Sunday, January 13, 2019. 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 and building specific stickers to the Department of Residence Services in your respective building located at 240 Mercer Street or 110 West Third Street. Residents of 130 MacDougal Street check out at 110 West Third Street.

**Fall only check-out will be by 12:00 noon (EST) on Saturday, December 29, 2018.**

**Non-graduating residents: check-out will be by 12:00 noon (EST) on Wednesday, May 22, 2019.**

**Graduating residents: check-out will be by 12:00 noon (EST) on Saturday, May 25, 2019.**

**\*(Dates may be adjusted based on academic 2018-2019 calendar)\***

### **3. Eligibility**

Current NYU School of Law students, faculty, and administrators are eligible 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) For residents of D'Agostino Hall and Hayden Hall, housing fees include utility charges: i.e., electric and/or gas service, local telephone service, 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 (including e-cigarettes), the burning of incense/candles/other types of open flame devices, excessive noise, pets, exterior radio and television antennae/satellite dishes/cables, air conditioners, air coolers, electric heaters, pressure cookers, grills, 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) Guests must be accompanied by the resident/licensee or possess a Guest Pass in order to enter the building. The Front Desk Attendant can also call your phone number on record to announce a guest and obtain permission to allow your guest(s) to go up to your apartment unescorted. Overnight guests are permitted for no more than seven (7) nights per 30 day period.

The resident/licensee may obtain a Guest Pass for each guest by stopping by their respective building office and filling out a Guest Pass Request Form. If your guest is staying for more than three (3) consecutive nights, written permission from your apartment mate(s) is required before the Guest Pass Request Form can be processed. In addition to building access, the Guest Pass allows the use of University Transportation services. Note: Guest Passes cannot be obtained by telephone or email. You must visit the office in person.

(D) Hours of Visitation:

Regular Hours Guests:

1. A Regular Hours Guest is anyone who is present in a residence hall or in a room/suite in which they have not been assigned to live between the hours of 9:00 am and 11:00 pm (EST) on weeknights (Sunday-Thursday) and 9:00 am to 1:00 a.m. (EST) on weekends (Friday and Saturday).
2. A resident is permitted to have up to three (3) guests in their apartment at any time during Regular Hours without the prior permission of their apartment mates provided there is no interference with the rights of an apartment mate.
3. All Regular Hours Guests must have followed the appropriate access procedures as set forth above.

Late Hours / Overnight Guests:

1. A Late Hours/Overnight Guest is anyone who is present in a residence hall or in an apartment in which they have not been assigned to live between the hours of 11:00 pm and 9:00 a.m. (EST) on weeknights (Sunday-Thursday) and 1:00 am to 9:00 a.m. (EST) on weekends (Friday and Saturday).
2. A Resident Host must have the permission of their apartment mate(s) to have a Late Hours/Overnight Guest if the visit is for three (3) days or longer.
3. Even if permission from the apartment mate is granted, the guest may be asked to leave the premises as a result of complaints about the actions/presence of a Late Hours/Overnight Guest by an apartment mate, which interfere with his or her academic/personal well-being as well as the community members.
4. A Resident Host may have no more than three (3) Late Hours/Overnight Guests at one time.
5. A Resident Host may not have a Late Hours/Overnight Guest – whether the same or a different person - for more than three (3) consecutive nights or for more than seven (7) nights per 30 day period.
6. The same individual may not be a Late Hours/Overnight Guest in the residence hall system for more than seven

(7) nights per calendar month, whether with the same or different resident hosts.

7. All Late Hours/Overnight Guests must have followed the appropriate access procedures as set forth above in this document.

(E) Policy Violations:

All guests in a University residence hall are expected to abide by all University and Office of Residence Services procedures and regulations:

1. A Resident Host is responsible for the actions of their guest(s) in the residence hall building, apartment, and common area in which that host resides and will be held accountable for any violations of University policy and/or for any theft, injury to person or property resulting from the behavior of their guests, regardless of whether that guest is a fellow University student or not.
2. University students who engage in disruptive or volatile behavior while a guest in a residence hall or an apartment/room will also personally be held accountable for their actions.
3. Matters involving the problematic behavior of a guest may be managed through administrative actions (e.g. Classification of guest as Persona Non Grata), through the University student conduct process, or may be referred to local law enforcement when deemed appropriate.
4. Should a guest who engages in volatile behavior be a student at another college or university, New York University reserves the right to report that individual's behavior to their home institution.
5. Late / Overnight guests are not to sleep in lounges or other public spaces.

(F) Apartment mate(s) Interference:

1. Whenever a resident has a concern about the presence of a guest in the room, they should approach the apartment mate whom the guest is visiting to express their concerns and to seek to resolve the issues.

2. Should Residence Services staff receive (1) a complaint that the presence of a guest (Regular or Late Hours) is unreasonably interfering with the academic or personal well-being of the residents of the residence hall or a particular apartment mate(s) or (2) a complaint that the students sharing a living space are unable to agree on the time, date, frequency, and duration of each other's visitors, the Residence Services staff may restrict the presence of guests in that apartment until such time that the residents are able to come to a mutually satisfactory agreement about visitation.

3. As deemed appropriate, such matters will be addressed through informal discussions with apartment mate(s) or through formal mediation. Should such efforts fail, the Residence Services 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 those 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 an University policy.

## **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. Apartment mates will be jointly responsible for cleaning and maintaining kitchens, bathrooms, or other common areas. You will not permit odors to emanate from the assigned space in such a way as to unreasonably disturb other residents, including those sharing a room/suite. You shall not store food so as to cause the infestation of the assigned space. You shall not create excessive clutter or store items in such a way as to unreasonably inhibit the use of common areas and the

bathroom by roommates. NYU School of Law may charge you a fee for any costs it incurs to remedy any condition which you cause that affects health or safety or unreasonably inhibits the use of the assigned space by roommates. 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 apartment mates and neighbors. Parties, gatherings, loud music playing, and other activities potentially disturbing to residents must end by 11:00 p.m. (EST) from Sunday–Thursday and 1:00 a.m. (EST) on Fridays and Saturdays. Parties or gatherings may not be conducted in the hallways or any public areas 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. EST), 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 Department 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 with possible referral to the attention of the Assistant Dean of Student Affairs.

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

### **10. Alcohol Policy**

Residents are required to abide by all New York State and New York University regulations regarding the use of alcohol. In residence halls, persons under the age of 21 may not be in the presence of alcohol or alcoholic beverage containers. Students (including residents and non-residential students), and guests who are of legal drinking age (21 years of age or older) may possess and consume alcoholic beverages (referred herein “alcohol”) within NYU residence halls in accordance with the following:

(A) Alcohol may be consumed only within assigned rooms or suites. Open containers of alcohol are prohibited in common spaces such as hallways, terraces and lounges, in public areas such as lobbies, or in outdoor areas adjacent to residence halls.

(B) Alcohol or alcoholic beverage containers may not be possessed, stored, or consumed in any room or shared common space within a suite whose residents are under the age of 21.

(C) Should students of legal drinking age reside in the same suite as students who are under the legal drinking age, alcohol may only be possessed, stored, or consumed within bedrooms where all students assigned to that room are of legal drinking age.

(D) Students of legal drinking age who bring alcohol into a residence hall or possess alcohol in a residence hall are responsible for its legal use. This includes taking reasonable precautions to prevent the possession of alcohol by underage students and guests.

(E) Kegs or devices that permit storage and distribution of alcohol in bulk quantities, or that allow unregulated access to alcohol by any means, are prohibited. Devices or mechanisms that facilitate rapid consumption (funnel bongs, etc.) are also prohibited. Participation in activities that facilitate or promote the rapid, dangerous, and/or forced consumption of alcohol (i.e. drinking games) is prohibited.

(F) Residents are prohibited from possessing open containers or serving alcohol in any residence hall’s common use areas including, but not limited to, terraces, study lounges, TV/game rooms and lobby areas.

(G) Alcohol may not be sold or distributed in the residence halls. This prohibition includes, but is not limited to: cash bars; events to which admission tickets are sold or fees are charged (e.g. entertainment charge or annual dues); fees for access to an open bar; and parties at which alcoholic beverages are served and for which contribution or donations to offset the costs of the party are sought.

(H) Residents are responsible for the behavior of their guests, including any violation of policy by their guest(s).

### **11. Illegal or Controlled Substance Policy**

#### **Marijuana**

Marijuana (in all forms) is a prohibited substance in the residence halls. Any student who is found to be in

possession of, in the presence of or using marijuana will face disciplinary action and possible criminal charges. Water pipes, bongos, hookahs, and other paraphernalia commonly associated with drug use also are prohibited in the residence halls.

### **Other Controlled Substances Policy**

The possession or use of narcotics and/or other controlled substances without a valid prescription, or misuse of prescribed medication and/or other legal substances, is prohibited in the residence halls. Students are expected to obey Federal and New York State Laws regarding the use, possession, sale and distribution of controlled substances.

### **Considerations for Good Samaritans and Self-Referral:**

The Law School recognizes that concern about the possibility of disciplinary action related to the overconsumption of alcohol or use of other substances might deter students from seeking assistance for themselves or acting as "Good Samaritans" for others. Please be aware that, during an emergency, the health and safety of the student at risk is the community's top priority. Accordingly, should a student him/herself, or another individual on behalf of that student, voluntarily come forward seeking assistance in a situation involving the over-consumption or abuse of drugs and alcohol, the Law School's student conduct response in regard to that overconsumption will be first and foremost focused on medical treatment, counseling and/or educational interventions.

## **12. Personal Property**

You are responsible for your personal property, and it is recommended that you carry property/renters 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).

## **13. Cancellation Requests I – Returning Residents**

- (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 5:00 p.m. (EST) March 15, 2018, or the date indicated in your initial assignment letter.
- (C) If you cancel after 5:00 p.m. (EST) March 15, 2018 and prior to 5:00 p.m. (EST) May 15, 2018, you will be assessed a \$1,500 late cancellation fee.
- (D) If you cancel after May 15, 2018 at 5:00 p.m. (EST), 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.

## **Cancellation Requests II – Entering Residents**

- (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 (2) two weeks from the date of your assignment notification.
- (C) If you cancel after (2) two weeks from the date of your assignment notification and prior to 5:00 p.m. (EST) August 1, 2018, you will be assessed a \$1,500 late cancellation fee.
- (D) If you cancel after 5:00 p.m. (EST) August 1, 2018, 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.

#### **14. 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.

#### **15. 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 \$350 per day, 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.

#### **16. 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.

#### **17. 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 Policies 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.

**18. 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.