

# 2017 Summer Living in New York License Agreement

Please review the following License agreement. All applicants must agree to the conditions of this License prior to submitting a summer housing application online.

## 1. Application and License

This License is for dormitory use of an assigned space in a New York University School of Law residential building. The rights granted by this license are granted to the applicant and may not be transferred or assigned without the consent of the Department of Residence Services. Residents must be age 18 or over, or be listed as family members on applications for family housing. The applicant parents/licensees on such applications must remain in residence for the full license period. Residents are charged on a full-week Basis (Sunday to Saturday) regardless of whether they arrive later or leave earlier than the confirmed license period. Applications specifying apartmentmate requests based upon race, color, religion, national origin, sexual orientation, gender identity/expression or physical characteristic will not be accepted.

## 2. Eligibility

Single adults or couples age 18 or over are eligible to enter into a license agreement. Vacant spaces in an apartment may be filled with other students or with participants in University programs and other eligible persons within the sole discretion of the Department of Residence Services. Residents must be in good standing throughout the license period or NYU may terminate the license.

## 3. Fees and Payments

(A) All applications require a \$1000 initial deposit and will be charged a \$25 **nonrefundable** processing fee. The \$25 application processing fee is **nonrefundable** and **nontransferable**.

(B) Payment for the assigned space is due as invoiced. You will receive an invoice from the University Bursar which will include the amounts due for housing and all other charges due under or as a consequence of this License. Final payment is due on the date that will be indicated on the Bursar's statement or prior arrival, whichever comes first.

(C) Rental rates include utility charges, and for residents of D'Agostino Hall and Hayden Hall, rental rates also include local telephone, cable, and ResNet service.

(D) A \$200 late charge will be imposed on any resident not paying by his or her payment due date.

(E) Requests to change dates of stay must be submitted in writing and accompanied by a \$25 **nonrefundable** processing fee.

(F) Residents are responsible for all charges for the full license period.

(G) Failure to make payment on or before the date that payment is due may result in the termination of the license.

## 4. 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 room phone 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 1:00am (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 am (EST) on weeknights (Sunday-Thursday) and 1:00 am to 9:00am (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 interferes 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.

**5. Conditions of Use** No pets or animals of any kind are permitted in your space. You shall use the assigned space only for dormitory purposes and shall not permit any other person to use the space for any purpose without prior written approval from the Department of Residence Services. Specifically prohibited actions include, but are not limited to, excessive noise, smoking including electronic cigarette, 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, the burning of incense, candles or other types of open flame devices, placing items on window ledges, possession of an evergreen or other flammable decoration, throwing items out of windows, inappropriate use of fire extinguishers, solicitations, removing Law School furniture or equipment. Free standing halogen torchiere pole lamps or halogen desk lamps and tubular halogen bulbs are strictly forbidden in Law School residences due to the potential danger of fire associated with their use.

**6. 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 room 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 the resident or residents with adequate notice and, in cases where changes of assignment are necessary, a comparable apartment type.

**7. Condition of Premises**

(A) The applicant specifically agrees to be responsible for damage or other losses to the building, room, and furniture, except for damage or loss from ordinary wear and tear. The care of the assigned room is the responsibility of each resident, who is expected to report any repair needed to the Department of Residence Services or, for the low-rise buildings, to the appropriate management company. Fixtures, furniture,

equipment, and other effects that require maintenance work should be reported immediately. (B) Residents shall maintain apartments 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, residents 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 lease 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.

## **8. 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 PM from Sunday–Thursday and 1:00 AM 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. Late-night complaints, i.e., any that arise outside of Residence Services Office hours (9:00 AM to 5:00 PM), should be directed to the Door Attendant on duty. Twenty four hour courtesy hours are always in effect. The Door Attendant will assist the complainant or contact the appropriate University Resources.

Otherwise, noise complaints should be submitted in writing to the Department 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.

**9. Personal Property Each resident is responsible for his or her personal property; therefore, it is suggested that residents carry property insurance.** The Law School is not liable for loss or damage to residents' personal property whatever the cause of that damage or loss. Use of the laundry room or any other facility outside of the leased apartment is furnished by the Law School at the sole risk of the resident and his/her guest(s) using the space and the Law School shall not be liable for any injury to person, or loss, theft of, or damage to, any property of the resident and his/her guest(s) while using such facilities. The Law School 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 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 Law School. Personal property left in a resident's personal space after he or she vacates will be disposed of immediately and the resident responsible will be charged for removal of that property.

## **10. Failure to Vacate**

Unless your license period is extended, you shall vacate the assigned space on or before the end of the license period. If the space is not vacated by the end of the license period, you are responsible for all costs and direct or indirect damages suffered by the Law School 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 the University in connection with removing you from your assigned space. The Law School'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.

## **11. Cancellation or Termination of License**

Unless your written request to cancel all or part of your assignment period is received and approved by April 5, 2017, or by the date indicated in your initial assignment letter, this License binds you to all terms for the full license period. Waitlisted applicants who do not have a housing assignment may cancel their housing application and be refunded their initial payment of \$1000 by submitting a cancellation request in writing to the Office of Residential Life.

The Department of Residence Services reserves the right at any time, in its sole discretion, to terminate this license, to suspend you from 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, 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 the University, 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.

## **12. 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 Law School liability to you in connection with this license, the aggregate amount of the damages to be paid by the Law School will not exceed the fees you paid under this license.
- (D) This license will be governed by and construed in accordance with the laws of New York State, and the parties to the license will submit to the jurisdiction 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) There shall be no diminution or abatement of rent, 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 Building, or by reason of any space taken to comply with any law, or ordinance or order of governmental authority.
- (G) There shall be no diminution or abatement of the rent 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 Law School 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 Law School.
- (H) There shall be no diminution or abatement of rent, or other compensation, shall be claimed or allowed on the ground that repairs, decorations or improvements, if any, to be made to the Leased Premises are made after the date for the commencement of the term.

## **13. 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 for the 2017 Summer Living in New York Program, NYU School of Law Student Handbook, NYU Student Handbook, Department of Residence Services Building and Neighborhood Guide, and

other publications and 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.

#### **14. Indemnity**

The licensee agrees to indemnify and hold harmless NYU, NYU School of Law and its employees for any and all damages, loss, expenses, claims and liabilities arising out of the licensee's use of the licensed space or a breach by the licensee under the license agreement, including, without limitation, loss, damage, injury to persons (including death) or to the licensed space.