

**2016-2017 NEW YORK UNIVERSITY
SILVER SCHOOL OF SOCIAL WORK DOCTORAL AND GRADUATE HOUSING
PROGRAM
STUYVESANT TOWN - CONVERTED TWO BEDROOM
STUDENT HOUSING LICENSE**

Student: _____ (hereinafter "Student" or "you")

NYU UID Number: N_____

1- LICENSE. New York University ("NYU") hereby grants to you a license for dormitory use of an assigned space in a room of an Apartment in an NYU student housing facility on the terms and conditions hereinafter set forth. NYU shall select and may change at any time, in its sole discretion, the Apartment to which you will be assigned and the furnishings, features, and other occupants of the Apartment. Roommate requests based upon race, color, religion, ethnicity, citizenship status, disability, veteran or military status, age, sexual orientation, gender, physical characteristic, or national origin cannot be accepted.

2- ELIGIBILITY. You must remain a member in good standing of the first-year doctoral and masters' classes throughout the License Period or NYU will have the right to terminate this License, in its sole discretion. You hereby acknowledge that this License is personal to you.

3- LICENSE PERIOD. This License is for the Fall 2016, Spring 2017 and Summer 2017 Terms unless this License is canceled or terminated as specified below. The License Period begins on August 17, 2016, the check-in date set by NYU's Office of Residential Life and Housing Services ("Housing"), and, unless this License is canceled or terminated earlier as specified below, shall end no later than August 5, 2017, TIME BEING OF THE ESSENCE. Your License Period cannot be changed from these dates unless approved in writing by housing.

As a material inducement to NYU to grant this License to you, you hereby acknowledge and agree: (i) to vacate the Apartment on or before August 5, 2017, TIME BEING OF THE ESSENCE, so that the Apartment is available to be occupied by another student; (ii) that you have no right to use or occupy the Apartment after August 5, 2017; (iii) that in the event that you fail to vacate and remove your belongings from the Apartment on or before August 5, 2017, then: (a) NYU may, in its sole discretion, without notice, re-enter the Apartment either by force or otherwise and dispossess you by summary proceedings or otherwise, and remove your effects and you hereby waive the service of notice of intention to re-enter or institute legal proceedings to that end; (b) you will indemnify and hold NYU harmless from any and all loss, cost, expense and/ or damage which may be incurred by NYU as a result of your failure to timely vacate the apartment including, without limitation, amounts paid by NYU to house other students who are unable to reside in the Apartment; and (c) you will pay NYU for the use and occupancy of the Apartment for the period after August 5, 2017, at a monthly rate equal to the then fair market value of the apartment.

4- CANCELLATION OF LICENSE. (A) This License binds you for the entire License Period unless Housing receives and approves, in its sole discretion, your written petition to cancel this License because of a documented personal crisis and written notice from your school approving the request. . (B) If Housing cancels this License, it will also cancel all Apartment and meal plan privileges for the period after the date the cancellation takes effect, except that You shall remain obligated to pay those charges incurred by You prior to the date of cancellation. (C) If you never occupy or you vacate your Apartment without submitting a written cancellation request, or if your cancellation request is not approved by Housing, this License will not be canceled and you will continue to be responsible for all fees due under or as a consequence of this License for the entire license period.

5- TERMINATION OF LICENSE. NYU reserves the right at any time, in its sole discretion, to terminate this License, to suspend you from student housing, to postpone or cancel the assignment of the Apartment, 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 Silver School of Social Work student, or fail to occupy or improperly vacate the Apartment; (B) if the Apartment is unavailable for use or unusable due to any damage, construction, renovation, or repair; or (C) for any other reason that NYU, in its sole discretion, deems to be good cause. If this License is terminated because of your failure fully to 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.

6- FEES AND PAYMENTS. (A) Your housing payments must be received by the due date specified in the bill that you receive from NYU. For each student, spouse or partner, your housing payment will be billed according to the following schedule: \$9,368.20 for the fall term, covering mid-August through early January; and \$13,115.48 for the spring term, covering early January through the end of July. Each housing payment will include your share of the cost of electricity, gas and water, and air-conditioning for the Apartment for the Term for which the housing payment was made. All charges due under or as a consequence of this License (including, without being limited to, charges listed above, all applicable meal plan charges) must be received by the due dates specified in the bills and statements for such charges that you will receive from NYU, or NYU may terminate this License, withhold registration and academic records, and hold you responsible for all costs, including collection agency and legal fees, incurred by NYU in collecting past-due payments owed under this License. In addition, you will be required to contract with and pay directly the providers of telephone, cable, computer, internet and any other service you may wish to obtain. (B) Contemporaneously with the submission of your housing application you will be required to submit a \$1000.00 non-refundable and non-transferable student application fee which will be applied to your NYU Bursar account. (C) All other charges due under or as a consequence of this License (including; without being limited to, all applicable meal plan charges) must be received by the due dates specified in the bills and statements therefore that you will receive from NYU, or NYU may terminate this License, withhold registration and academic records, and hold you responsible for all costs, including collection agency and legal fees, incurred by NYU in collecting past-due payments owed under this license.

7- MEAL PLANS. (A) You may maintain a meal plan for Fall and Spring Terms as herein provided, and separately for the Summer Term through the Summer Housing Office. (B) Meal plans are not transferable. (C) Meal plans cannot be cancelled, whether used or not, unless this License is cancelled or terminated by NYU or unless you make a request through the Housing Web Site by September 20, 2016 for Fall Term and February 7, 2017 or Spring Term. If Housing cancels your meal plan, it will also cancel all meal plan charges for the period following the date the cancellation takes effect. (D) No refunds will be made if you miss meals, fail to obtain a valid ID card, or do not use your meal plan. (E) You may change your meal plan at any time through the Housing Web Site; additional charges may apply.

8- OCCUPANCY AND USE. (A) You alone are permitted to occupy your assigned space in the Apartment during the License Period. (B) Housing will assign another student to any vacant space in the Apartment without prior notice to you. You shall not interfere with any other assigned student's use or enjoyment of the Apartment. (C) You may not transfer or assign any rights you may have under this license to any other person; any attempt to do so shall be null and void. (D) You shall use the Apartment only for dormitory purpose and shall not permit any other person to use the Apartment for any purpose without Housing's prior written approval. (E) You shall be solely responsible for the behavior of your guests. (F) Children are not permitted to live in the apartment.

9- REGULATIONS. You agree to review and abide by, all policies and regulations of NYU and Housing that are or shall become effective during the License Period. These policies and regulations are included in the NYU Student Handbook, Housing and Residence Life Handbook, and other publications distributed by and available at Housing. 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. All meal plans are subject to Dining Services policies, procedures, and service schedules; violators will be subject to disciplinary action and/or termination of their meal plan without refund.

10- ACCESS. NYU reserves the right, at any time and for any reason, in its sole discretion, to enter the Apartment without prior notice to you to make repairs; to inspect for compliance with health, fire, or building codes or with NYU policies or regulations; or because of any situation that NYU, in its sole discretion, deems to be a danger to health, safety, or property

11- CONDITION OF PREMISES. (A) You shall maintain the Apartment in a clean, safe, and undamaged condition at all times. You and any other persons assigned to the Apartment shall be jointly responsible for cleaning and maintaining any kitchens, bathrooms, or other common areas in the Apartment. (B) You shall not alter the Apartment or any furnishings therein in any way without Housing's prior written consent. (C) When you vacate your Apartment, you shall remove all your personal property and leave the Apartment and any furnishings clean and in the same condition they were in when you commenced occupancy, ordinary wear and tear excepted. You agree that NYU may promptly dispose of any personal property left in the Apartment after the end of the License Period. NYU will assess cleaning, repair, and disposal charges equally among you and any other person assigned to the Apartment, unless individual responsibility is established before departure. NYU may post (and subtract) amounts required for cleaning, repair, disposal and other similar items to your NYU Bursar account. (D) Charges for damage to any

public areas or furnishings in a housing facility may be assessed, in NYU's sole discretion, against any or all of those assigned to the floor or the entire facility. (E) You hereby agree that, unless previously approved by NYU, you are prohibited from bringing into the Apartment any non-NYU issued furniture including, without limitation, bookcases, beds, desks, mattresses etc. In the event that such furniture is found to be located in the Apartment, NYU shall have the right to require its immediate removal, failing which NYU may remove the prohibited items at your expense.

12- **PERSONAL PROPERTY.** NYU shall not be liable or otherwise responsible in any way for any loss of or damage to your personal property.

13- **VACATE PROCEDURES.** You shall vacate your Apartment, and officially check out and return all keys, by the end of the License Period (immediately upon cancellation or termination of this License). If you do not officially check out, return your keys, and vacate the Apartment by that date, then, NYU may, in its sole discretion, change the locks for the Apartment, and not permit you to enter the Apartment or the building in which it is located. You shall also be responsible for all costs and direct or indirect damages suffered by NYU in connection with your failure to check out and vacate by that date, including, without limitation, the cost of accommodations for each person who would have otherwise have occupied the assigned space and all legal and other expenses incurred by NYU in connection with removing you from the assigned space.

14- **MISCELLANEOUS.** (A) This License is the sole agreement between you and NYU regarding the Apartment and all promises, agreements, conditions, inducements and understandings between NYU and you, oral or written, expressed or implied, are contained herein. This License may not be changed except by an instrument in writing signed by Housing and you. (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) In the event of a court determination of any NYU liability to you in connection with this License, the aggregate amount of damages to be paid by NYU shall not exceed the sums you paid under this License. (D) This License shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein. You agree to submit to the jurisdiction of the federal and state courts in New York County, New York State, for the resolution of any disputes arising hereunder. (E) Time shall be of the essence in the performance of each of your obligations under this license.

15- **OVERLEASE.** If this License is for an Apartment in a building in which NYU leases the Apartment from a third party landlord, this License is subject and subordinate to the overlease between NYU and the third party landlord, as the same may be amended from time to time (the "Overlease"), and the Term specified herein shall under no circumstances extend beyond the expiration or sooner termination of the Overlease. If you (or any occupant of the Apartment) shall engage in activity which violates the Overlease, you shall cease or cause to cease such activity immediately upon notice from NYU.



I have read and agree to the Terms and Conditions of the 2016-2017 New York University/Stuyvesant Town Silver School of Social Work Student Housing License and I agree that this License is binding for the full period of the License and cannot be cancelled except as provided in the License.

Student's Signature

Date