

# 2020–2021 NEW YORK UNIVERSITY GLOBAL HOUSING LICENSE

This License is for dormitory use of an assigned space in a room or suite (the “room”) in any NYU student housing facility, including any facility that NYU may now or hereafter own, lease, or otherwise arrange to make available for student housing in connection with your enrollment in a program offered by an NYU school, NYU Global Programs or another academic institution with whom NYU has agreed to make housing available (each, a “Program”). The License can only be cancelled in accordance with the terms specified herein. Your signature on the 2020-2021 Student Housing Application, completion of the electronic application, or your acceptance of an assigned space or a room key, signifies your agreement to and acceptance of all of the terms of this License, including, without being limited to, the provisions relating to meal plans, if applicable.

## License

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NYU shall select and may change at any time, in its sole discretion, the space to which you will be assigned and or occupy and the furnishings, features, and other occupants of the room. If you request a residence hall or type of accommodation that is not available, you will be assigned to and charged the rate for alternative accommodations chosen by NYU. Roommate requests based upon race, color, religion, sexual orientation, physical characteristic, or national origin cannot be accepted.

## License Period

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This License is for the Fall 2020, J-Term 2021, and/or Spring 2021 Term(s), as applicable. The License Period begins on the arrival date and ends no later than the departure date set by your Program, unless this License is canceled or terminated earlier as specified below. Your License Period cannot be changed from these dates unless approved in writing by ORLHS. You waive any right that you may have or acquire to remain in the assigned space beyond the end of the License Period.

## Eligibility

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You must remain enrolled in the applicable Program and meet all other eligibility requirements for housing set by NYU throughout the License Period. Enrollment during the Fall 2020 and Spring 2021 Terms must be on a full-time basis. If you do not meet these criteria, NYU will have the right to terminate this License, in its sole discretion.

## Cancellation of License

For students enrolled in a Program through NYU Global Programs:

**(A)** This License binds you for the entire License Period unless:

**(i)** the Office of Global Programs receives your written cancellation request prior to June 15, 2020 for the Fall 2020 semester and December 4, 2020 for the Spring 2021 semester;

**(ii)** the Office of Global Programs receives your written cancellation request and written confirmation from your school college that you will take an approved leave of absence or withdraw; or

**(iii)** the Office of Global Programs receives and approves, in its sole discretion, your written petition to cancel this License because of a documented personal crisis.

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**(B)** If the Office of Global Programs approves your request to cancel this License, it will also cancel all room charges for the period after the date the cancellation takes effect, including meal plan charges, if applicable. Cancellation fees will be assessed in accordance with the written fee schedule available at <http://www.nyu.edu/academics/studying-abroad/upperclassmen-semester-academic-year-study-away/housing-details.html>.

**(C)** If you never occupy or you vacate your assigned space without submitting a written cancellation request, or if your cancellation request is not approved by the Office of Global Programs, 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.

For students enrolled in a Program through an NYU school or another academic institution, any cancellation request will be subject to the terms and conditions made available to you by your respective Program.

## Termination of License by NYU

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 any space, or to postpone the commencement of the License Period

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- (A) if you fail to pay any sum due under this License when due, violate any other term of this License, cease to meet the eligibility requirements set forth in section 3 above, 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) if you violate any term of this License or the policies and regulations of NYU (See section 8); or
- (D) for any other reason that NYU, in its sole discretion, deems to be good cause. Upon termination of this License or suspension from student housing you are required to immediately vacate the assigned space. In the event this License is terminated or you are suspended from student housing, NYU may take any and all action (including, litigation) to remove you from the assigned space. 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.

## Fees and Payments

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- (A) If required by your Program, a \$1000 non-refundable and non-transferable reservation payment must be paid upon application.
- (B) 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 that you will receive from your Program for such charges, or NYU may terminate this License, and, with respect to students enrolled in a Program through an NYU school or NYU Global Programs, 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.

## Occupancy and Use

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- (A) You alone must occupy your assigned space during the License Period.
- (B) Any vacant space in the room may be filled by the Office of Residential Life and Housing Services ("ORLHS") without prior notice to you. You shall not interfere with any new occupant's use or enjoyment of the space or room.
- (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 room only for dormitory purposes and shall not permit any other person to use the room for any purpose without ORLHS prior written approval.

## Regulations and Policies

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You agree to review and abide by all policies and regulations of NYU, the Office of Community Standards, ORLHS and, where applicable, any external housing providers who supply housing for Program students that are or shall become effective during the License Period. These policies and regulations are included in the electronic handbook available on the Office of Community Standards webpage (<http://www.nyu.edu/students/student-information-and-resources/student-community-standards/university-student-conduct-policies.html>), the ORLHS webpage (<http://www.nyu.edu/students/student-information-and-resources/housing-and-dining/on-campus-living/residence-hall-policies/judicial-information/judicial-handbook.html>) and, where applicable, any external providers handbooks or Welcome Guides and other publications distributed by and/or available at the Office of Community Standards and/or ORLHS webpages or the housing facility you are assigned to. If you violate any such policy or regulation, NYU reserves all rights and remedies available to it, including, as applicable, imposition of disciplinary action and/or termination of this License without refund by NYU, in its sole discretion.

## Meal Plans

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If applicable to your Program, information on meal plans included with a type of housing is available at <http://www.nyu.edu/academics/studying-abroad/upperclassmen-semester-academic-year-study-away/housing-details.html>. If meals are included with a type of housing, a charge for meals will be included in the housing rate. This charge cannot be cancelled or transferred, whether or not the meals are used.

## Access

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

## Personal Property

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NYU shall not be liable or otherwise responsible in any way for any loss of or damage to your personal property. It is recommended that you carry property/renter's insurance. Use of the laundry room or any other facility outside of your assigned space is at your sole risk or the sole risk of your guest(s), and NYU will not be liable for any injury to person or loss, theft, or damage to, any property suffered by you or your guest(s) while using such facilities. Any personal property left in your space after you vacate may be disposed of by NYU or the third-party housing provider, as applicable, and your Program may charge you for removal of that property.

## Condition of Premises

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**(A)** You shall maintain the room in a clean, safe, and undamaged condition at all times. You will not permit noise or 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 and any other persons assigned to the room shall be jointly responsible for cleaning and maintaining any kitchens, bathrooms, or other common areas.

**(B)** You shall not alter the room or any furnishings therein in any way without the prior written consent of ORLHS.

**(C)** When you vacate your assigned space, you shall remove all your personal property and leave the room 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 or the third-party housing provider, as applicable, may promptly dispose of any personal property left in the room after the end of the License Period. If applicable, your Program will assess cleaning, repair, and disposal charges equally among all those assigned to the room, unless individual responsibility is established before departure.

**(D)** Charges for damage to any public areas or furnishings in a housing facility may be assessed, in your Program's sole discretion, against any or all of those assigned to the floor or the entire facility.

## Vacate Procedures

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You shall vacate your assigned space, and officially check out and return all keys, by the end of the License Period (and immediately upon cancellation or termination of this License). If you do not officially check out and/or return your keys, and/or vacate the space by that date, NYU or the third-party housing provider, as applicable, reserves the right to change the locks for the room, and not to allow you to enter the room or the facility in which it is located. Charges for all costs and direct or indirect damages suffered by NYU or the third-party housing provider, as applicable, may be assessed by your Program in connection with your failure to check out and vacate by that date, including, without being limited to, the cost of accommodations for each person who would otherwise have occupied the assigned space and all legal and other expenses incurred by NYU or the third-party housing provider, as applicable, in connection with removing you from the assigned space.

## Miscellaneous

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**(A)** This License is the sole agreement between you and NYU regarding the assigned space, and may not be changed except by an instrument in writing signed by NYU 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 sum 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.