

## 2009-2010 NEW YORK UNIVERSITY • STUDENT HOUSING LICENSE

Your signature on the 2009-2010 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.

1. 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. NYU shall select and may change at any time, in its sole discretion, the space to which you will be assigned 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.
2. ELIGIBILITY. You must remain a full-time NYU student throughout the License Period or NYU will have the right to terminate this License, in its sole discretion.
3. LICENSE PERIOD. This License is for the Fall 2009 and Spring 2010 Terms unless you graduate after the Fall Term, are a new Spring Term check-in, or this License is canceled or terminated as specified below. The License Period begins on your check-in date set by NYU's Department of Housing ("Housing"), but no earlier than 9:00 am **August 30, 2009** for Fall Term. The License Period ends 24 hours after your last final exam, but no later than 5:00pm, **December 23, 2009** for fall graduates and 12:00 noon, **May 13, 2010** for everyone else, 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 Housing. You waive any right that you may have or acquire to remain in the assigned space beyond the end of the License Period.
4. CANCELLATION OF LICENSE. (A) This License binds you for the entire License Period unless: (i) Housing receives your written cancellation request by **July 17, 2009**. Cancellation fees will be assessed in accordance with the written fee schedule. (ii) Housing receives by **January 08, 2010** your written cancellation request and written confirmation from your school that you will withdraw, begin an approved academic program outside the New York City area, or take an approved leave of absence; or (iii) Housing receives and approves, in its sole discretion, your written petition to cancel this License because of a documented personal crisis. (B) If Housing cancels this License, it will also cancel all room and meal plan charges for the period after the date the cancellation takes effect if the cancellation is effective by **October 29, 2009** for Fall Term, or by **March 18, 2010** for Spring Term. The application fee is not refundable. (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 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 any 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 an 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; 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) A \$1000 non-refundable and non-transferable application fee "deposit" 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 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) All residents assigned to traditional style residence halls (Brittany, Goddard, Hayden, Rubin, Weinstein Hall and 12<sup>th</sup> St.) are required to maintain a minimum of 10 meals per week or 175 flex meal plan; (B) All freshmen are required to maintain a minimum meal plan during the license period regardless of hall placement. (C) Meal plans are not transferable. (D) Meal plans cannot be canceled or changed, whether used or not, unless this License is canceled or terminated by NYU or unless you make a Housing Web Site request by **September 19, 2009** for Fall Term and **February 6, 2010** for 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. (E) No refunds will be made if you miss meals, fail to obtain a valid ID card, or do not use your meal plan.
8. OCCUPANCY AND USE. (A) You alone must occupy your assigned space during the License Period. (B) Any vacant space in the room may be filled by Housing 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 Housing's prior written approval.
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 room 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 room in a clean, safe, and undamaged condition at all times. 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 Housing's prior written consent. (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 may promptly dispose of any personal property left in the room after the end of the License Period. NYU 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 NYU's sole discretion, against any or all of those assigned to the floor or the entire facility.
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 assigned space, 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 space by that date, NYU 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. 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 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 in connection with removing you from the assigned space.
14. MISCELLANEOUS. (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 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 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.