

NEW YORK UNIVERSITY

2023-2024 STUDENT HOUSING LICENSE

Your agreement to the terms of this Housing License is required to reside in a NYU student housing facility. The Housing License is a 9-month financial commitment for the full academic year, both Fall 2023 and Spring 2024 terms, and can only be canceled by you in accordance with the terms specified within this License (see further below). Your signature on the 2023-2024 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 Housing 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/or occupy and the furnishings, features, and/or 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. LICENSE PERIOD

This License is for the Fall 2023 and Spring 2024 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 office of Residential Life and Housing Services (RLHS), but no earlier than 8:00 a.m. August 26, 2023 for Fall Term except that in the event you are authorized to check in prior to August 26 for any reason (e.g., to comply with applicable quarantine requirements), then your License Period will commence on the date of your actual check-in. Unless this License is earlier canceled or terminated as specified below, the License Period ends 24 hours after your last final exam, but in no event later than 12:00 noon, December 22, 2023 for Fall graduates and 12:00 noon, May 22, 2024 for everyone else. Your License Period cannot be changed from these dates unless approved in writing by RLHS. You waive any right that you may have or acquire to remain in the assigned space beyond the end of the License Period. NYU reserves the right, in its sole discretion, to require that you vacate your room assignment, including the removal of your personal property, during the period of time between the last day of the Fall Term and the first day of classes for the Spring Term. In addition, NYU may require that you temporarily or permanently vacate your room assignment in the event of a health or safety emergency such as the COVID-19 pandemic.

3. ELIGIBILITY

You must remain an NYU student throughout the License Period or NYU will have the right to terminate this License, in its sole discretion.

4. CANCELLATION OF LICENSE

(A) This License binds you for the entire License Period unless: (i) with respect to the Fall 2023 term, RLHS receives your written cancellation request by June 15, 2023; or (ii) with respect to the Spring 2024 term, RLHS receives your written cancellation request by December 1, 2023 and with respect to cancellation for Spring 2024, RLHS also receives written confirmation from your school/college that you will withdraw, or begin an approved academic program outside the New York City area, or take an approved leave of absence; or (iii) RLHS receives and approves, in its sole discretion, your written petition to cancel this License because of a documented personal crisis. **(B)** If RLHS agrees to cancel this License, it will also cancel all room and meal plan charges for the period after the date the cancellation takes effect, provided that the cancellation is effective by October 13, 2023 for Fall Term, or by March 15, 2024 for Spring Term. In the event that your License is canceled in accordance with this Section, your reservation payment will not be refunded to you and cancellation fees will be assessed in accordance with the notice of applicable cancellation fees previously provided to you. **(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 RLHS, 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; **(C)** if you violate any term of this License or the policies and regulations of NYU including any applicable code of conduct ("Regulations and Policies" section below); or **(D)** for any other reason that NYU, in its sole discretion, deems to be good cause including on account of a health or safety emergency such as COVID-19, which may require you to isolate or quarantine or temporarily or permanently vacate the housing facility. 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 the commencement of 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.

6. FEES AND PAYMENTS

(A) 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 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. 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 RLHS without prior notice to you. You shall not interfere with any other 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 RLHS prior written approval.

8. REGULATIONS AND POLICIES

You agree to review and abide by all policies, procedures, rules and regulations of NYU and RLHS that are or shall become effective during the License Period including any rules, policies, procedures and guidance related to testing, quarantine and conduct during the COVID-19 pandemic or other health or safety emergency including those adopted in accordance with New York State mandates and guidance. These policies and regulations are included in the NYU Student Conduct Policy, Residential Life Handbook, and other publications distributed by and available at RLHS or at <http://www.nyu.edu/students/conduct>. If you violate any such policy or regulation, you may be subject to disciplinary action and/or termination of this License without refund of fees by NYU, in its sole discretion. All meal plans are subject to NYU Dining Services policies, procedures, and service schedules; violators will be subject to disciplinary action and/or termination of their meal plan without refund of fees. You agree that NYU and/or RLHS may amend any of the rules, policies and procedures or guidance to which you are subject during the License Period or prior to the commencement of the License Period and you agree to abide by such modified rules, policies and procedures.

9. MEAL PLANS

(A) All residents assigned to traditional style residence halls and Othmer Hall in Brooklyn are required to maintain a minimum meal plan as defined by the University. **(B)** All first year undergraduate residents (including freshmen, transfer, visiting, spring cohort, and first time admits to NYU-NYC) are required to maintain the published minimum meal plan during the License Period regardless of the residence hall to which you are assigned. **(C)** Meal plans are not transferable. **(D)** Meal plans cannot be canceled or modified, whether used or not, except as follows: (i) this license is terminated or canceled by NYU or (ii) other than meal plans required pursuant to **(A)** or **(B)** above which cannot be canceled or modified, if you make a timely request to cancel or change your meal plan in the NYU Dining portal (i.e., not later than September 14, 2023 for fall term and February 7, 2024 for spring term). **(E)** No refunds will be made if you miss meals, fail to obtain a valid ID card, or do not use your meal plan. **(F)** All related Dining Services meal plan policies, requirements, deadlines, and services can be found online at <https://www.nyu.edu/dining>

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. PERSONAL PROPERTY

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/renters 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 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, and you will be charged for removal of that property or otherwise responsible for organizing its return and associated costs.

12. CONDITION OF PREMISES

(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 RLHS 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 rooms, 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.

13. VACATE PROCEDURES

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 or other directive to vacate on account of a health or safety emergency such as COVID-19). If you do not officially check out and/or return your keys, and/or 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 RLHS 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.