

AAP NYC HOUSING LICENSE AGREEMENT

This Housing License Agreement (“Agreement”) is made by and between Cornell University, c/o the College of Architecture, Art, and Planning (AAP), Dean’s Office, 129 Sibley Dome, Ithaca, New York, 14853 (“AAP” or the “University”), and the undersigned resident (“Resident” or “you”).

This Agreement is a binding legal contract between you and the University that creates a license, not a lease. It entitles you to the use of your assigned apartment in The House at Cornell Tech, subject to the terms and conditions of this Agreement, the House Rules and Regulations as they may be amended from time to time (a copy of which is attached as Appendix 1), and all other current and future rules, regulations and policies of the University. You agree to comply with all such rules and regulations.

If you fail to observe such rules and regulations, or violate any other terms and conditions of this Agreement, the University may terminate this Agreement as provided in Article IV and you may be subject to University disciplinary action. The University further reserves the right to terminate this Agreement or to reassign you to other housing, at its sole option, pending the outcome of other disciplinary action or if the University determines in its sole discretion that you have engaged in or threatened acts of misconduct that could endanger the public order, property, personal safety, or security of others (by acts of physical or mental harassment or other means) or that you are sufficiently disruptive as to adversely affect the ability of others to pursue their educational goals.

Please note that the provision of housing under this Agreement is considered an extension of your participation in AAP NYC. Any disciplinary action resulting in termination of your Housing License Agreement may apply to your participation in the program overall.

This Agreement shall be effective as of the date you sign and submit it to the University.

I. Eligibility

Your eligibility for housing under this Agreement is contingent upon you being currently registered at Cornell University as a degree candidate or as a visiting student, or associated with AAP NYC as a student, eligible faculty, eligible visiting graduate assistant, or other affiliate approved by AAP NYC and Cornell Tech. For the purposes of this Agreement, a student or other resident is defined as a person who resides singly, regardless of marital status. Any change in status must be reported in writing to the AAP NYC office immediately. The University reserves the right to remove any unauthorized resident from The House at any time.

II. Occupancy Period

The occupancy period begins on August 29, 2018 and ends on December 20, 2018. The occupancy period may be subject to change based on unforeseen circumstances, alterations in the academic year calendar, or emergencies.

You may request, in writing, a limited extension of the occupancy period, which the University may grant or deny in its sole discretion. No such extension shall be valid unless in writing from an authorized AAP staff member. A daily-prorated charge shall be applied for occupancy before or after the contract period if an extension is permitted.

III. Billing Information

Housing charges (which include utilities, Wi-Fi, and broadcast television) will be bursar billed approximately one month prior to occupancy for each semester. **The cost for the spring semester term will be \$6,000.** Excessive use of electric utilities and/or need for extra cleaning may result in additional charges.

The Office of the Bursar's policies on payment of the finance charges for late payments and/or other penalties for failure to make proper payments apply, except where specifically modified by this Agreement.

a. Security Deposit

A security deposit of \$500 will be bursar billed with your rent. It will be used to cover any unusual costs or damages to the apartment. Charges for loss, damages, or other costs that are not otherwise covered under this contract will be charged against the balance of your security deposit or to your bursar account. If no such costs or damages occur, the security deposit will be returned. Any costs or damages over and above \$500 will be billed to your bursar account.

IV. Contract Termination

AAP reserves the right at any time to terminate this Agreement and repossess your assigned apartment, without prior notice to you, if:

- a. You do not check-in by the agreed upon date and do not notify the AAP in advance if a late arrival is anticipated.
- b. You withdraw or take a voluntary or required formal leave from Cornell in Rome, or otherwise fail to meet eligibility requirements.
- c. You falsify any Cornell University application in whole or in part.
- d. You do not timely pay any required housing payments, fines or fees.
- e. You violate any term or condition of this Agreement, the House Rules and Regulations, other AAP or Cornell Tech housing policy.
- f. Your occupancy threatens the health, safety or wellbeing of yourself or others.
- g. For any other reason that constitutes good cause, as determined by the University in its sole discretion.

You may not terminate your Housing License Agreement without the prior written permission of the University, which may be granted or withheld in its sole discretion. If you vacate your assigned apartment during the contract period without release from your Housing License Agreement, you will continue to be liable for housing charges for the entire contract period.

Upon termination of this Agreement, you shall vacate within three (3) days commencing from when said notice is issued unless extended by the University in its sole discretion. If this Agreement is terminated for cause, you remain liable for housing charges for the entire contract period, and you will be responsible for finding alternative housing at your own expense. Failure to vacate your apartment by a stated deadline may result in additional fines and assessments.

V. Room Assignments and Vacancies; No Sublets

You agree to occupy the apartment assigned to you. If you fail to occupy your assigned apartment after registering, you may be liable for associated charges for the semester. AAP may at any time reassign or transfer you to other accommodations and/or fill vacancies in your assigned apartment.

Requests for changes to room assignments must be made in writing to the AAP Office of Admissions and Academic Services before the end of the semester prior to your participation in AAP NYC. AAP may grant or deny such requests in its sole discretion.

Only AAP may fill apartment vacancies. You may not assign, subcontract, lease or otherwise transfer your interest under this contract, or permit anyone not duly assigned or approved by AAP to share any part of the room or apartment. You must immediately report any changes in occupancy to AAP.

VI. Contract Adjustments

The University reserves the right to adjust the residence charge before the Occupancy Period begins, and to make corrections in this Agreement for clerical or other errors.

VII. Responsibilities for Room Use

a. Check-in requirements

Upon check-in, a signed Housing License Agreement must be on file or executed. You must provide emergency contact information and complete any additional documents provided by building management prior to receiving their apartment key. You will receive appropriate keys or Cornell ID card access. Only permanent residents as approved by the Housing Office are authorized to possess keys or card access; keys or cards may not be duplicated. Upon check-in, it is your responsibility to notify building management immediately of any maintenance or housekeeping problems.

b. Check-out requirements

The procedures listed below and as well as any additional procedures distributed by the Cornell Tech Housing Office must be followed for proper checkout to occur. Failure to follow proper checkout guidelines may result in continued housing charges.

1. **KEYS:** Key fobs must be labeled and returned directly to the building management. The later of the date that the key fob is received by building management or the date the apartment is completely vacated will be the official check-out date and all charges will be prorated to this date. Key fobs shall not be given directly to roommates, new occupants of the apartment, or any other individual. Costs of key replacements will be billed to the resident(s) at the then current rate.
2. **APARTMENT CLEANING/DAMAGES:** All refuse and materials must be discarded and the apartment must be left clean. Any additional cleaning required, removal of personal property, and/or any loss/damage to the apartment will be added to your bursar account. Charges for damage to common areas will be distributed equally among all primary residents residing in the apartment during the term of the agreement unless it is agreed by all such primary residents that said damages are to be assigned to a specific individual(s). The University is not responsible for any personal or other property left in an apartment/room beyond the official check-out date and may dispose of any such property as it sees fit.
3. **FAILURE TO VACATE:** In the event you fail to vacate as required by this Agreement, you will be liable for any and all damages and costs (including reasonable attorney's fees) due to your failure to vacate. In addition, the University reserves the right to impose administrative fines of \$150 per day for each day that you fail to vacate and to take any other action available at law or in equity.

c. Late arrivals

You must receive approval at the sole discretion of AAP Office of Admissions and Academic Services, 235 Sibley Dome, (aap-academicsservices@cornell.edu) if you plan to arrive outside of the approved arrival dates. Otherwise this Agreement may be cancelled and you will be subject to related charges.

d. Damage or Loss

You are liable for any damage and/or loss you cause to your assigned apartment and furnishings or to other University property. Damage or loss must be reported promptly to the Cornell Tech Housing Office and AAP. For multi-resident units, if it cannot be determined which resident is responsible for damage or loss, the cost/repair of replacement may be charged equally to all residents residing in the damaged unit during the term of the Agreement.

Neither the University nor Hudson Cornell Tech LLC, Related Management or their respective employees shall be liable under any circumstances whatsoever for lost, stolen, damaged or missing property belonging to you or your guests, regardless of the cause of the loss or damage. Your personal property is not covered by University insurance, and you are urged to obtain your own insurance protection against loss or damage of your property.

e. Inspection Allowances

The University reserves the right, on behalf of itself and building management, to access rooms or apartments for inspection purposes, to show the unit to potential new residents, and for repairs to the unit or the Building. Such access will be made at reasonable times with reasonable advance notice except when necessary or in emergency situations.

f. Responsibilities for Room and Apartment Care

You are responsible for room or apartment cleaning, removing waste materials regularly, maintaining satisfactory sanitation and fire safety standards and promptly reporting needed repairs. Residents must refrain from defacing walls or floors. It is recommended that wall mounting adhesive products that are designed not to destroy wallboard or painted surfaces be used to hang items. The installations of shelving and similar items that may require large nails, screws or wall anchors are prohibited. Murals, drawings or paintings of any kind are prohibited directly on walls, ceilings, closets, cabinets, etc. Removal of window shades installed within the apartment is strictly prohibited.

g. Responsibilities for Furnishings

You may not remove furnishings from any room, floor, or the building and such action may be subject to prosecution under applicable law, fines, or University disciplinary action. You may not dismantle, paint, replace, remove or in any way deface furnishings, fixtures or doors. All University furnishings must be in the assigned unit at check out. You will be charged the full replacement cost for any furniture that becomes damaged beyond repair (above normal wear and tear).

h. Alterations/Repairs to Existing Facilities

You cannot make alternations to your assigned apartment and will be charged for unauthorized alterations. These include, but are not limited to the installation of different fixtures, painting, carpet installation or removal, elimination or change of existing structure (e.g., doors, walls, cabinets) or any mechanical or other type of repair. Without limiting the generality of the foregoing, you shall be responsible for all costs incurred to restore the space to its required condition.

i. Appliances and Smoke Detectors

You may not install or use air conditioners, heaters, additional refrigerators, waterbeds, laundry machines, hot plates, halogen lamps, dishwashers, garbage disposals, satellite dishes, antennae, or other major household appliances or other electrical equipment. All such items are strictly prohibited and will be removed.

Malfunctions of furnished appliances should be reported promptly. You will be charged the full replacement cost for any existing appliance that becomes damaged beyond repair (above normal wear and tear).

You may not disable smoke detectors and must promptly report any malfunctions to building management.

j. Flammable Materials/Firearms

The possession, storage or use of firearms, ammunition, gunpowder, fireworks, explosives, flammable materials, and other dangerous weapons or material is prohibited.

k. Food Preparation

Cooking is prohibited in any area within The House, except kitchens or barbecue facilities which are specifically designed for such use. Any non-conforming food preparation appliance will be confiscated.

l. Guests

All guests must register. Residents must sign in any overnight guest. No overnight guest may occupy Cornell Tech housing for more than seven (7) consecutive nights without registering as a long term guest and receiving prior written approval from the Cornell Tech Housing Office. Residents must have the consent of all other roommates before any long-term guests can be invited. All guests must have photo identification. The approval and admittance of guests are subject to Housing Office policies. Residents are responsible to ensure their guests observe building security and access policies, the House Rules and Regulations, and all other applicable Cornell Tech rules and regulations. Residents harboring unauthorized guests are subject to administrative fines and possible termination of this License Agreement.

m. Locks and Keys

Strict key access control is essential to the security of a building. Fines and possible disciplinary action will be initiated for improper usage of keys/locks access (e.g. unauthorized key duplication or lock installation; improper key distribution; failure to return key; improper usage/misuse of key; etc.). Residents may not install or use additional locks or any other security device in rooms or apartments. Residents may not duplicate, lend or issue keys or access devices to any other individual. Costs for lock changes and key replacements will be billed to the resident(s) at the then current rate.

n. Other Regulations

You must comply with all applicable City, State or Federal regulations, laws or statutes, University policies, and the House Rules and Regulations, which may be amended from time to time.

o. Pets

The keeping or presence of any pets in The House is PROHIBITED. Violators will be subject to an administrative fine of \$150 per day (in addition to any damages charges) and/or termination of the Housing License Agreement.

p. Renovation and Maintenance Projects

You may not refuse or interfere with renovations, repairs, or other projects. The University shall not be responsible for failure to provide heat, air conditioning, elevator services, lighting, plumbing or other services when prevented from doing so by strikes, acts of god, scheduled and unscheduled outages, or other reasons beyond its control.

q. Routine Apartment Maintenance

You must initiate routine apartment maintenance repairs through the service request process. Service requests are submitted to building management through established procedures. Routine apartment maintenance cannot be scheduled with individual occupants. Submitting a service request authorizes building personnel to enter a resident's room/apartment in order to complete service or repairs.

r. Soliciting/Commercial Activities

Soliciting and/or canvassing by outside organizations and individuals is prohibited. You and your guests are prohibited from conducting any private business activity in your assigned apartment or elsewhere in The House.

s. Trash Removal

You are responsible for placing trash in the proper building receptacles and for following all stated recycling guidelines. Failure to do so may result in your receiving NYC Sanitation Department or University fines or assessments

t. Windows

You must comply with New York City laws and regulations regarding window guards. All windows must have proper window guards or stoppers. Removal of these devices is prohibited. You must inform the Cornell Tech Housing Office if guards/stoppers are missing, broken or not working properly. You may not throw or hang objects from windows, ledges or roofs or place objects on ledges or windowsills. You are prohibited from cleaning outside window surfaces.

VIII. Repossession by the University

The University reserves the right to repossess student rooms and residences in the event of an epidemic or other emergency.

IX. Indemnification

You agree to indemnify and hold harmless the University from and against any and all claims (including bodily injury or property damage claims), liabilities or damage to the apartments (including any court costs and/or attorney's fees) related to or in any way arising from your, others, directors, employees and agents use and occupancy of the Premises.

X. Subordination and Attornment

This Agreement is subject and subordinate to all ground or underlying leases and to all mortgages that may now or hereafter affect such leases or the real property of which the unit herein licensed form a part and to all renewals, modifications, replacements and extensions thereof.

XI. Provisions Applicable to Residents Assigned to Cornell Tech Housing on Roosevelt Island

If you receive an *Income Certification Questionnaire* when required by the Roosevelt Island Operating Corporation of the State of New York (RIOCI), you agree to submit the questionnaire as instructed.

At the option of RIOCI, in the event of a termination of the Lease between Cornell University and RIOCI, you will attorn to, or enter into an agreement with RIOCI on identical terms to this Agreement. No occupancy payments shall be paid more than one month in advance excluding security and other deposits required.

By: _____
STUDENT SIGNATURE

Date: _____

Print Name

By: _____
CORNELL SIGNATURE

Date: _____