

## STUDENT HOUSING & RESIDENCE LIFE

# Housing Contract & License Agreement 2013-2014 ACADEMIC YEAR

#### 1. CONTRACT AND LICENSING PERIOD

THIS HOUSING CONTRACT & LICENSE AGREEMENT IS FOR THE FULL ACADEMIC YEAR. By completing the on line housing application and paying the non-refundable housing deposit and virtually signing the on line Agreement for Housing, the Resident agrees to pay for the full Agreement period beginning on the check-in date and ending on the check-out date (See Schedule of Housing Fees). A single semester Agreement is only given to a student who contracts Housing for the Spring semester only, or who is a January degree candidate, or who is a participant in the University exchange or mobility programs.

#### 2. ELIGIBILITY

Housing is available for any student matriculated full time in a degree or certificate program at the University during the academic year. The Resident must remain a full time matriculated University student in good standing throughout the Contract & License period or the University will have the right to terminate this Agreement, in its sole discretion.

#### 3. OCCUPANCY AND USE

(a) Use: The Resident agrees that the Residence should at all times be used for dormitory purposes and occupied only by students selected by the University. The Resident shall not permit any other person to use the Residence for any purpose without prior written consent from The New School Office of Student Housing and Residence Life (hereafter "Office of Student Housing") or for Residents living in Paris, Academic Programs International (hereafter "API"). (b) Occupancy: The Resident may occupy the Residence throughout the Contract & License period. All New School Residences remain open during the academic year, including holidays, semester breaks, and intersession. (c) (i) Check-in: No Resident will be permitted to check-in to the Residence before the check-in date as designated by the Office of Student Housing and/or API for each specific location. Residents are expected to arrive on that day. Spring check-in dates are for single semester contract Residents only. (ii) Check-out: Unless prior written consent is obtained from the Office of Student Housing and/or API. The Resident must follow the policies and procedures set forth in the Residence Handbook or other written guidelines at all times, including when leaving the Residence and the terms of the Handbook are incorporated herein by reference. (d) Non-Transferability of Rights: (i) The Resident may not transfer or assign any rights held under this Agreement to any other person. Any attempt to do so will be null and void. (ii) Where applicable, the Resident's rights in and to the Residence shall be strictly limited to the Resident's temporary and limited rights as a licensee of the University. The Resident has only temporary, personal, and unassignable privileges revocable at the will of the University. This Agreement shall not operate to confer upon or vest in the Resident and the Resident and the Resident or between the Owner. Any and all complaints and other communications shall be made only to the Office of Student Housing and/or API. If the Resident co

#### 4. FEES AND PAYMENTS

(a) Deposit: The Resident is required to submit a \$250 deposit with the Housing application. NO APPLICATION FOR HOUSING WILL BE ACCEPTED WITHOUT A DEPOSIT. This deposit is in addition to the fees for Housing and will not be applied to such fees. THE DEPOSIT IS NON-REFUNDABLE. Upon successful completion of the terms of the Agreement, the deposit will be applied against any damages. Damages will be assessed according to the policies and procedures set forth in the Residence Handbook. The Resident's University account will be charged for any damage assessment above \$250 and credited for those below \$250. (b) Due Date: Fees are to be paid in two (2) installments in the Fall semester and Spring semester or may be paid in one lump sum. Due dates for Fall and Spring semester Housing payments are designated by the Office of Student Accounts in conjunction with its tuition and fees billing cycle. An applicant who fails to pay fees when due will be dismissed from the Residence. The remaining fees due will be charged against the Resident's University account. THE DEPOSIT IS FORFEITED IN ALL CASES. (c) Non-Payment: The following University guidelines regarding non-payment of fees also apply: (ii) a Resident with an outstanding balance will not be permitted to register for any class; (ii) the University will not release transcripts, grades, or other records to or for a Resident; (iii) a 10% late penalty charge on past due balances will be incurred each semester.

## 5. CANCELLATION OF AGREEMENT

(a) Withdrawal/Leave of absence: A Resident canceling the Agreement because of withdrawal/leave of absence from the University must give the Office of Student Housing and/or API an official withdrawal notification from the appropriate divisional office. A Resident is liable for all fees until the Office of Student Housing and/or API is notified in writing of a change in status. (b) Academic Reasons: A Resident who is dismissed from the University for academic reasons is subject to the same terms as withdrawal/leave of absence. (c) Disciplinary Reasons: A Resident whose Housing is terminated for disciplinary reasons receives no refund. (d) A RESIDENT WHO FAILS TO CANCEL PURSUANT TO PARAGRAPH 5(A) ABOVE, OR WHO DOES NOT OTHERWISE QUALIFY FOR CANCELLATION PURSUANT TO PARAGRAPHS 5(b) and5(c), WILL BE RESPONSIBLE FOR THE FULL ANNUAL COST OF THE HOUSING AGREEMENT. Please note that vacating housing does not constitute cancellation of this Agreement. e) Deposit: IN ALL CASES OF CANCELLATION OF THIS AGREEMENT THE DEPOSIT IS FORFEITED.

## 6. VACATING PROCEDURES

The Resident agrees to vacate the Residence at the date and time set forth by the Office of Student Housing and/or API, or within 72 hours of notification if the Resident shall be in default hereunder, or shall cease to be a matriculated student at the University, or at the will of the University. The Resident shall be responsible for all damages, direct or indirect, resulting from the Resident's obligations under this Agreement in any respect, including, but not limited to, the cost of accommodations for each student that would otherwise occupy the Residence, and all expenses, including legal fees incurred by the University in connection with or as a result of the failure of the Resident to vacate the Residence, or in connection with the removal of the Resident from the Residence. The Resident agrees that the monthly charges resulting from his/her failure to vacate the Residence in a timely manner shall be of an amount as the Director of Student Housing shall reasonably determine in his/her sole discretion but not less than \$1,500 per month. The Resident waives any rights the Resident may have to remain in the Residence beyond such period of time and also agrees, notwithstanding any other provision of this Agreement, that the entire amount of the deposit shall be forfeited and he/she shall not be complied with.

#### 7. REGULATIONS

The Resident agrees to review and abide by all the policies and regulations of the University and the Office of Student Housing and/or API that are, or shall become, effective during the Contract & License period. These policies and regulations are included in The New School Student Rights & Responsibilities website located at www.newschool.edu/student-services/rights-and-responsibilities/ and in other publications distributed by the University. If the Resident violates any such policy or regulation, the Resident will be subject to disciplinary action and/or termination of this Agreement without refund by the University, in its sole discretion. THE PROVISIONS, TERMS, CONDITIONS, AND PROCEDURES CONTAINED IN THE NEW SCHOOL STUDENT CODE OF CONDUCT AND THE NON-ACADEMIC DISCIPLINARY PROCEDURES ARE INCORPORATED INTO THIS AGREEMENT.

## 8. CARE AND MAINTENANCE

Residents are responsible for the general condition of the room assigned, including damages, defacement and general order. The Resident shall reimburse the University for all damages and expenses which the University may suffer or incur for repair of his/her room facilities of the building or for repair or replacement of University-provided furniture, caused by the Resident's misconduct or neglect, or by the misconduct or neglect of guests or invitees of the Resident. Unless individually accepted, charges for damages or defacement will be assessed equally against all occupants, regardless of presence at the time of such damages. These charges must be paid promptly. Charges for damages or defacement of any public area will be assessed against all Residents. Upon expiration of this Agreement, or upon its termination in accordance with the terms of this Agreement, the Resident shall return the assigned room in the same condition as when it was first occupied.

# 9. CONDUCT

The Resident agrees to conform to the standards of the conduct that are consistent with the educational objectives of the University. These objectives include: (i) respect for the rights of other Residents, especially the right to privacy, space, and quiet time; (ii) respect for the property of other Residents; and (iii) the unacceptability of the use of physical force and abusive or defamatory language. No unlawful or disruptive conduct, including excessive noise, shall be permitted in the room and the facilities of the residence. Any conduct unsuitable for community living, including but not limited to any practice that limits a Resident's equal use and access to room/suite/hall facilities, shall not be permitted. The Resident shall also be responsible and comply with all policies and procedures as outlined in this Agreement, the Residence Handbook, and any other University publication governing conduct.

#### 10. RIGHTS RESERVED BY THE NEW SCHOOL

The University reserves the right: (a) of injunction and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for, and the selection of one or more remedies shall not preclude the University from any other remedy; (b) to conduct inspections to ensure health, safety, and general welfare of members of the University community, or to maintain the physical security of University properties. Access to Residences by University staff will be generated as the University determines necessary; (c) at any time and for any reason, in its sole discretion, to change or cancel the Residence assignment. The University reserves the right to terminate this Agreement for violation of its terms and conditions. The University reserves the right at any time to establish or amend any terms, conditions, policies or procedures, concerning matters limited to such rules as it deems necessary for the protection of property, safety, health, comfort, and convenience of Residents.

#### 11 LIARILITY

The University is not liable for the loss of money or valuables by any person, nor the loss or damage to any Resident's property. In the event of damage by fire, water, steam or other causes, which render an assigned room, unfit for occupancy, the University reserves the right to reassign the Resident to alternate Student Housing. If such alternate housing is not available or if a Resident rejects the offer of such alternate housing, the University may cancel this Agreement. The University shall not be liable for any damage sustained due to such events.

#### 12. INDEMNIFICATION

The Resident will indemnify and hold harmless the University against all claims and damages caused by the acts or omissions of the Resident and her/his guests.

#### 13. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Residents are subject to all federal, state and local laws. No unlawful conduct shall be carried on or permitted in the rooms or facilities of the Residences. Residents must obey New York State's drinking laws. In New York State individuals must be 21 or older to purchase alcohol and alcohol may not be served to individuals under 21. Individuals under 21 are not permitted to posses, distribute, or consume alcohol in University facilities. Alcohol cannot be consumed in any public area, inside or outside, unless it is part of a function authorized by the Senior Vice President for Student Services. This includes lounges, hallways, stairwells, lobbies, lawns, and similar public or common areas.

# 14. MISCELLANEOUS - For leased properties

(a) Notwithstanding anything to the contrary contained in this Agreement or the The New School policies outlined on the Student Housing website and Student Rights & Responsibilities website, this Agreement is subject and subordinate to, and the Resident accepts this Agreement subject to all the terms, covenants, provisions, conditions, and agreements contained in the agreement of lease between the University and the Owner of the building ("Lease"). In the event the Lease expires or is terminated prior to the stated expiration date thereof for any reason whatsoever, this Agreement shall automatically terminate and the Resident shall immediately vacate the Residence as if such date was the date fixed as the expiration date of this Agreement. The expiration date of this Agreement shall in no event be a date that is later than sixty (60) days prior to the expiration date of the Lease. The University and the Resident agree not to use his/her right of trial by jury in any action proceeding brought by either against the other for any matter concerning this Agreement or the Residence. The Resident waives any right to bring a counterclaim or set-off in any action or proceeding by the University against the Resident on any matter directly or indirectly related to this Agreement or the Residence. (b) In the event of any inconsistency between the provisions of this Agreement and The New School policies outlined on the Student Housing website and Student Rights & Responsibilities website, the terms and provisions of this Agreement shall prevail. If any provision of this Agreement shall be subject to policy changes communicated through official Office of Student Housing and/or API announcements.