

HOUSING LICENSE AGREEMENT
 EDUCATIONAL HOUSING SERVICES, INC., OWNER
 CAPSTONE ON-CAMPUS MANAGEMENT, LLC, MANAGEMENT AGENT

<i>Last Name</i>	<i>First Name</i>	<i>M.I.</i>	<i>Social Security Number (required)</i>

Educational Housing Services, Inc. ("Owner") does hereby license to Eligible Student Applicant listed above and defined in Section 3 ("Resident") a portion of the premises identified in the residential housing facility on the campus of City College of New York (the "School") located at 401 West 130th Street, New York 10027 (the "Project") pursuant to the terms and conditions of this Housing License Agreement ("License Agreement").

1. **Owner's Agent.** Owner has hired an agent as property manager of the Project (currently Capstone On-Campus Management, LLC) ("Agent") to conduct and handle all Owner business at the Project for Owner, as provided in this License Agreement. Such business includes, but is not limited to, resident issues, policies, procedures and collection of license fees. Whenever Owner is referenced herein, Agent is authorized to act on Owner's behalf in all respects. All rights granted to Agent herein are also granted to Owner.

2. **Agreement Constitutes a License.** Agent and Resident acknowledge and agree that this Agreement constitutes a license and not a lease, and that nothing contained in this Agreement creates a landlord-tenant relationship. As a resident entering into a license and not a lease, Resident understands and acknowledges that none of the rights or protections afforded to lessees or tenants under the laws of the State of New York are afforded to Resident(s).

3. **Eligibility:** To be eligible for residence, Resident must be admitted, enrolled, and maintain status as a full-time student (as defined by CUNY) in good standing at the City College of New York ("CCNY"), any institution of the City University of New York ("CUNY") system, or any accredited institution within New York City as permitted by the Director of Housing of the Project (the "Director"). Residents may also be a full-time CCNY/CUNY faculty or staff member. Failure to maintain full-time status during the license term may, at the discretion of the Director, result in termination of the license but with the resident retaining the full financial responsibility per the License Fee and Payment Schedule. Resident understands and agrees that Agent will verify eligibility through communications to/from CCNY/CUNY, or any accredited institution within New York City and no prior notice will be provided to the resident. Resident agrees that Capstone On-Campus Management has permission to receive resident financial information from the Resident's Institution of enrollment.

4. **Description of Premises.** That portion of the Project licensed to Resident shall consist of the non-exclusive use and occupancy of one bedroom, one bathroom, a kitchen and a living/dining area in one of the unit types set forth below (any one of which is hereinafter referred to as the "Premises"), depending on which unit type in the Project to which this License Agreement is applicable. Agent and Resident do hereby acknowledge and agree that this License Agreement shall be applicable to the following unit type **(PLEASE INITIAL ONE):**

_____ (a) one-bedroom (double occupancy), one bathroom unit - intended for occupancy by two Residents
 (INITIALS)

_____ (b) two-bedroom (double occupancy), one bathroom unit - intended for occupancy by four Residents
 (INITIALS)

_____ (c) three-bedroom (single occupancy), two bathroom unit - intended for occupancy by three Residents
 (INITIALS)



_____ (d) four-bedroom (single occupancy), two bathroom unit - intended for occupancy by four Residents
(INITIALS)

Further, Resident does hereby acknowledge and agree that, depending on the unit type selected, Resident may be required to share a bedroom with one other Resident of the Premises.

5. **Term.** The obligation of Resident to make license payments shall continue for the entirety of the Term (described below) and until all such sums due Agent hereunder have been paid in full. Resident does hereby acknowledge and agree that this License Agreement shall be in full force and effect for the entirety of the Term, regardless of whether Resident is for any reason unable to continue occupying the Premises.

- If signing up for the Academic Term, This License Agreement shall become a legal and binding agreement upon the execution hereof by Agent (for and on behalf of Owner) and Resident, and shall be for an occupancy term beginning **August 20, 2017**(the "Term Commencement Date") and ending on **May 25, 2018** (the "Termination Date").
- If signing up for the Annual Term, This License Agreement shall become a legal and binding agreement upon the execution hereof by Agent (for and on behalf of Owner) and Resident, and shall be for an occupancy term beginning **August 20, 2017** (the "Term Commencement Date") and ending on **July 25, 2018** (the "Termination Date").
- Any occupancy by Resident of the Premises subsequent to the Term shall be pursuant to a separate written Housing License Agreement by and between Agent and Resident.
- Please initial Term of License Agreement selected **(PLEASE INITIAL ONE):**

_____ (a) Academic Term (**August 20, 2017 through May 25, 2018**)
(INITIALS)

_____ (b) Annual Term (**August 20, 2017 through July 25, 2018**)
(INITIALS)

6. **License Fee and Payment Schedule.** Resident fees shall be based on the unit type selected in Section 4:

- (a) one-bedroom (double occupancy), one bathroom unit
 - Academic Term - **\$14,240 per person (\$7,120 per semester payment per person)**
 - Annual Term - **\$15,398 per person (\$7,699 per semester payment per person)**
- (b) two-bedroom (double occupancy), one bathroom unit
 - Academic Term - **\$12,218 per person (\$6,109 per semester payment per person)**
 - Annual Term - **\$13,124 per person (\$6,562 per semester payment per person)**
- (c) three-bedroom (single occupancy), two bathroom unit
 - Academic Term - **\$17,602 per person (\$8,801 per semester payment per person)**
 - Annual Term - **\$19,186 per person (\$9,593 per semester payment per person)**
- (d) four-bedroom (single occupancy), two bathroom unit
 - Academic Term - **\$17,290 per person (\$8,645 per semester payment per person)**
 - Annual Term - **\$18,670 per person (\$9,335 per semester payment per person)**

This license constitutes the final payment schedule notice. It is the Resident's responsibility to be mindful and act upon this payment schedule:



- the Fall semester payment is due *on or before* August 1, 2017 for the Fall 2017 semester the Spring semester payment is due *on or before* January 1, 2018 for the Spring 2018 semester

PAYMENT PLAN FOR RESIDENTS:

Residents have the option to spread each semester payment of the License Fee over five (5) installments with each payment equal to 1/5 of the total semester payment, per the Payment Schedule below. Resident must pay 40% of the semester payment on or before August 1, 2017.

If Resident elects to NOT participate in the five-installment payment plan, the full semester payment amount is due on or before August 1, 2017 for the Fall 2017 semester and on or before January 1, 2018 for the Spring 2018 semester.

The Payment Schedule for Resident Choosing to Pay by Payment Plan is as follows:

Fall 2017 Semester

- 1st installment (1/5 of the semester payment) is due on or before July 1, 2017.
- 2nd installment (1/5 of the semester payment) is due on or before August 1, 2017.
- 3rd installment (1/5 of the semester payment) is due on or before September 1, 2017.
- 4th installment (1/5 of the semester payment) is due on or before October 1, 2017.
- 5th installment (1/5 of the semester payment) is due on or before November 1, 2017.

Spring 2018 Semester

- 1st installment (1/5 of the semester payment) is due on or before December 1, 2018.
- 2nd installment (1/5 of the semester payment) is due on or before January 1, 2018.
- 3rd installment (1/5 of the semester payment) is due on or before February 1, 2018.
- 4th installment (1/5 of the semester payment) is due on or before March 1, 2018.
- 5th installment (1/5 of the semester payment) is due on or before April 1, 2018.

If Resident signs License Agreement after July 1, 2017, Resident is responsible for all due and past due installment payments prior to move-in. Failure to make installment payments by the indicated due dates may result in termination of this License and acceleration of all License Fee installment payments listed above for the Term of the License, making them immediately due and payable. Requests for deferment of payment(s) due to anticipated financial aid must be submitted in writing with supporting documentation from the academic institution's Financial Aid Office and/or the lending institution. These requests for deferment will be reviewed by the Agent and will be approved at the Agent's discretion, based upon strength of supporting documentation.

Additional fees, including but not limited to late fees, non-sufficient funds fees, lock-out fees, key/card replacement fees, cancellation fees, transfer fees, damage fees, etc., may be billed by the Agent. Checks or money orders tendered for payments of fees shall be made payable to "The Towers at CCNY." All payments shall be tendered in U.S. funds. Agent has the right to refuse payment in the form of "cash." Credit card or EFT



payments directly from a checking account may be made through the "Resident Portal" on The Towers website at www.ccnytowers.com. Payments received will first be applied to any outstanding charges (including but not limited to late charges, cleaning service fees, damage/repair charges, lock-out charges, lost key/lost access card charges, and insufficient funds check charges) incurred by or on behalf of Resident, prior to applying payment to the current License Fee payment due and payable. In the event the payment is insufficient to pay in full all charges then outstanding, Resident shall immediately pay the difference, plus any late charges incurred by virtue of the failure of Resident to pay in a timely manner.

Late Fee: In the event any payment is not received prior to the close of business on or before the third (3rd) day after such License Fee payment was due, Resident shall pay, as an additional License Fee, a late charge equal five percent (5%) of the License Fee payment that is past due. Any unpaid balance after the aforementioned due dates, regardless of the cause, may be grounds for terminating the license.

Non-sufficient Funds: Resident shall pay a charge of twenty-five dollars (\$25.00) for any payment returned for non-sufficient funds, or which otherwise fails to clear the issuer bank. Such charge shall be due and payable immediately upon notification to Resident of each such instance, and shall be in addition to any late charges assessed. The non-sufficient funds check charge shall constitute additional License Fee payments due and payable hereunder. Agent reserves the right at any time during the Term to specify and demand a particular form of payment for all money due, whether such form of payment may be money order, cashier's check or personal check. In the event that such payment method involves a personal cost to the resident, the resident agrees to absorb the cost without any form of reimbursement from Owner.

7. Utilities and Sustainability. Water, heat, electrical, local telephone service (not including long distance service), Internet and basic CATV service are provided. However, damages related to these services may be charged to residents as deemed appropriate by Agent. Resident is required to bag and place trash into the waste and/or recycling receptacles provided in designated locations at a frequency which reduces the likelihood of pests and vermin. Resident should conserve utilities by measures including; keeping windows closed when heating/cooling systems are in operation; lights, appliances, and personal electronics turned "off" when not in use; maintaining heating and cooling at generally considered comfortable levels in the judgment of the management staff when occupied; when unoccupied, reducing the thermostat to 68 degrees Fahrenheit in colder months and raising thermostat to 72 degrees Fahrenheit in warmer months. Resident is responsible for any and all costs associated with installation and/or monthly service fees or maintenance charges for utility services not expressly assumed by Agent herein. Resident shall not cause any installation of additional utilities or appliances in the Premises without the written approval of Agent.

8. License Termination by Owner. In the event Resident breaches any of the terms of this License Agreement pursuant to this paragraph, Agent may terminate this License Agreement upon five (5) written days notice to Resident. In the event Agent terminates this License Agreement, Resident agrees to quit and vacate the Premises on or before the termination date pursuant to the five (5) days notice from Agent. Failure of Resident to vacate the Premises may result in Agent pursuing any and all remedies hereunder and pursuant to applicable laws.

1. Events which represent breach of this License and may result in termination of this License Agreement and mandatory vacating of the premises include:

- (a) Resident's failure to achieve and/or maintain a \$0 balance by the aforementioned due dates. (Section 6)
- (b) Any breach or violation of the terms of this License Agreement, including failure to maintain eligibility status for residency in the Project;



- (c) Refusal to vacate the Premises upon termination of this License Agreement;
- (d) Violation of the Project Rules and Regulations, incorporated herein by reference, which may exist from time to time;
- (e) Violation of the CUNY/City College of New York Code of Conduct and/or any guidelines, policies or procedures;
- (f) Violation of any applicable Federal, State or local ordinance.

2. Should the Owner terminate the License due to events outlined in Section 8.1, the Owner may impose some or all of the following:

- (a) Denial of future housing;
- (b) The right to repossess the Premises;
- (c) Legal action, including but not limited to eviction from the premises.
- (d) Acceleration of all License Fee payments (Section 6), making them immediately due and payable, and will not release Resident from such obligations.
- (e) The right to be signed in as a guest and/or the right to be permitted on the premises. For residents that are terminated due to nonpayment, the right to be signed in as a guest will be returned once the resident's account is in good financial standing or within 30 days, whichever comes first. For residents that are terminated due to objectionable conduct pursuant to Section 8.1(d) and/or (e), the Resident may be permanently banned from the premises at the discretion of the Owner.

3. In the event a License breach, Resident will be liable for monetary damages as follows:

- (a) For all past due License Fee payments and charges;
- (b) For all future License Fee payments that would accrue through the balance of the Term;
- (c) For all applicable late charges, fines, penalties, non-sufficient funds check/charges, and the like;
- (d) For all expenses that Agent may incur in repairing damage to the Premises; or
- (e) For all court costs, collections costs, and reasonable attorney's fees.

4. Failure of Owner to exercise its rights and remedies under this License Agreement shall not constitute a waiver of Owner's right to take action against Resident at a later date. Only a written agreement between Owner and Resident can waive any violation of this License Agreement.

9. **License Cancellation By Resident Prior to Occupancy.** Requests to Cancel this License that are received in writing on or before April 1, 2017 will be approved and will result in forfeiture of the \$25.00 application fee and the \$400 reservation fee. Requests to Cancel this License received after April 1, 2017 and on or before May 1, 2017 will result in forfeiture of the \$25 application fee and \$400 reservation fee, plus the assessment of a \$1000 cancellation fee. Requests to Cancel this License received after May 1, 2017 will result in all installments remaining due and payable according to the above payment schedule (Section 6). Requests to Cancel due to denial of admission to any CUNY institution prior to the start of the academic year with proper documentation will be approved with forfeiture of the \$25.00 application and refund of the \$400 reservation fee.

10. **License Release By Agent Via Resident Petition.** Agent may release Resident at any time from this License under limited circumstances upon receipt of a written Petition for License Agreement Cancellation requesting such extraordinary action accompanied by appropriate documentation. To seek release from the terms and conditions of this License, Resident must file a Petition for License Agreement Cancellation form with Agent. License Releases are extraordinary, not automatic, and will be reviewed, with appropriate supporting documentation Review, for approval or denial, of the Petition for License Agreement Cancellation will be conducted by Agent. A denial of the License Release will cause the Resident to continue to be obligated to the License terms and conditions, including financial responsibility, for the Term of the License. An approval of the License Release will include an effective date. If the License Release is approved within the first three (3) weeks



of the academic semester, Resident: (1) will receive a refund following the percentage refund schedule used by the CCNY/CUNY for tuition refunds, (2) will forfeit his/her Reservation Fee (\$400), and (3) will be assessed a cancellation fee of \$1,000 (ONE THOUSAND DOLLARS). If the License Release is granted but it is not within the first three (3) weeks of the Fall or Spring Semester, Resident: (1) will remain financially responsible for the costs of the License for the remainder of the current Fall or Spring Semester, receiving no refund. Furthermore, if the License release is granted because the Resident is graduating in December of License term, and Resident submits a written Petition for License Agreement Cancellation with proper documentation prior to December 15th, Resident will not be assessed a cancellation fee of \$1000 (ONE THOUSAND DOLLARS).

11. **Resident Use.** The Premises shall be occupied exclusively by the Resident for residential use only, and the Premises and the Project shall be used for no other purposes. Residents shall not use the Premises or any part of the Project for any purpose other than as a residence for Resident. Agent may conduct such inspections as Agent deems necessary to determine whether the Premises or any other portion of the Project is being used for any purpose proscribed hereby. Resident shall use and occupy the Premises and the Project in compliance with applicable local, State, and Federal laws, any rules and regulations of the government board having jurisdiction, the Project Rules and Regulations and Resident Handbook, and the School's rules of conduct. Residents who violate Project Rules and Regulations that are also violations of the School's rules of conduct may be subject to CCNY/CUNY disciplinary charges and procedures.
12. **Guests.** No other person or persons shall occupy the Premises without the express written consent of Agent. Guests of Resident are permitted under the following terms and conditions:
 - (a) Guest(s) visit(s) do not exceed three (3) days in a seven-day period regardless of the host Resident.
 - (b) Guest(s) must have valid photo ID and be signed-in and signed-out by the Resident and escorted at all times while in the building.
 - (c) All other Residents of the Premises consent to the visit
 - (d) Guest(s) abide by all Project Rules and Regulations and the School's Code of Conduct or any other School guidelines, policies or procedures applicable to the Premises or the Project.
 - (e) Guest(s) shall abide by any and all applicable Federal, State and/or local laws and ordinances.
 - (f) That Resident, as host, assumes full responsibility for guest behavior as well as and any charges or damages that result from Guest behavior. Resident must respect the privacy and right to normal use of the Premises by Resident's roommates in entertaining guest(s). Resident accepts these terms and conditions, as well as responsibility for any and all associated charges, damages, and/or judicial action by allowing any non-Resident access to the Premises or the Project.
13. **Reservation Fee.** Resident has pre-paid with Agent a Reservation Fee in the amount of Four Hundred Dollars (\$400.00) to confirm interest and intent to formally check-in on the Term Commencement Date (Section 5). Upon Resident's check-in and receipt of key, Agent shall apply the **Reservation Fee** to the first installment of the License Fee payment schedule. Failure to formally check-in on the Term Commencement Date will result in forfeiture of the Reservation Fee. Late arrival requests should be communicated to the Agent (in writing) at least 48 hours in advance of the Term Commencement Date. Otherwise, the space may be awarded to another applicant.
14. **Roommates.** Requests for specific roommates will be considered, but not guaranteed. In the event that any other Resident of the Premises shall fail to take occupancy, or shall cease to occupy the Premises pursuant to a Housing License Agreement with Agent, Agent shall have the right, but not the obligation, to make the Premises available to replacement Residents. Agent has no obligation to obtain permission from Resident with respect to alternative or replacement Residents of the Premises and shall have no obligation to inform Resident of new



Resident assignments with respect to the Premises. **Resident further understands that roommate compatibility is not guaranteed.**

15. **Renewal.** This License Agreement terminates on the Termination Date in Section 5. As stated in Section 8 ("License Termination by Owner") Agent reserves the right not to renew or continue this License Agreement for any subsequent Term periods (at Agent's sole discretion). Residents permitted to renew must comply with the processes and procedures outlined by the Agent. Furthermore, while residents may request to continue in an assigned space, doing so is not guaranteed, nor is storage. Agent reserves the right to refuse to offer a license to occupy any portion of the Premises to Resident during any subsequent academic year at Agent's sole discretion. Should any Resident occupy any portion of the Project after the Termination Date, with the approval of Agent, they must execute a new License Agreement with Agent and beginning the day after the Termination Date stated above, which License Agreement shall provide for a different License Fee. Residents entering into License Agreements for the next academic year may, at the option of Agent, be permitted to remain in the same Premises for the term of such additional License Agreement; provided however, Agent shall be under no obligation to ensure that Resident does remain in such Premises during the term of such subsequent License Agreement.
16. **Assignment or Subletting.** Since this is a license, and not a lease, sub-letting is not permitted. Furthermore, residents must make any assignment change requests through the Agent. There is a \$100 administrative fee for approved room assignment changes. Residents are not to change assignments or occupy vacant spaces unless written approval has been given by Agent and relevant documentation updated with Agent. If Resident is found occupying a space not licensed to Resident, the Agent reserves the right to remove and/or dispose belongings at the Resident's expense.
17. **Failure to Vacate/Abandoned Property.** If Resident fails to vacate the Premises, in addition to all other remedies available to Agent, a fee of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) per day will be charged to Resident for each day or portion of a day past the last day of the Term Resident shall occupy the Premises. In the event that any items of personal property are left in the Premises after this License Agreement has been terminated whether by expiration of the Term or otherwise, Agent will consider such items to be abandoned and discard them at the expense of the Resident.
18. **Right of Inspection and Entry.** Resident agrees that Agent or its representative or designee may enter the Premises at reasonable hours for the purpose of making inspections, repairs, and for any other purpose deemed necessary by Agent, and at all times during an emergency. A request by any other Resident of the Premises shall also constitute permission for Agent or its representative or designee to enter into the Premises. Agent reserves the right to conduct an administrative search when there is reasonable suspicion of the presence of prohibited items (as outlined in the Resident Handbook) that may be considered a danger or hazard to the health and welfare of the Resident and greater resident community and/or a violation of law.
19. **Notice.** Any notice or communication which either Resident or Agent is required to give the other shall be in writing. Options for Agent include use of the Resident's email address (it is the responsibility of the Resident to monitor his/her email address on a daily basis, to update Agent with any changes to his/her email address, and to set their spam-settings so that s/he can receive and see electronic correspondences from the Agent), apartment door posting(s); U.S. mail, addressed to Resident at the address of the Premises. Resident should direct communications to Agent at the Project via U.S. Mail, fax (917-507-0019), or email address (towers@ccny.cuny.edu). Correspondences may be directed to such other address as either party may from time to time direct by written notice to the other.



20. **Additional Conditions.** Resident agrees that he or she has read the Resident Handbook (available on the Towers website at www.ccnytowers.com), and the School's Code of Conduct (collectively, the "Additional Conditions;" available at <https://www.ccny.cuny.edu/sites/default/files/counseling/upload/Henderson-20Rules-14-moved.pdf>). All the terms and provisions set forth in the Additional Conditions are incorporated by reference into this License Agreement. Resident agrees to abide by the Additional Conditions and acknowledges that failure to do so may result in termination of the License by Owner (see Section 8).
21. **Liability.** Neither Agent nor Owner shall be liable for any personal injury to Resident or his/her Guests, or any damage or loss to Resident's personal property or the personal property of Resident's Guests, including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft or any other crimes, or damage attributable to (including but not limited to) water, smoke, power surges, fire, or any other calamity, irrespective of the cause. All personal property placed or kept in the Premises or in any storage room or space or anywhere on the Project, shall be at Resident's sole risk and shall not be liable for any damages to or loss of, such property. The obligations of Owner and Agent under this License Agreement shall not be binding upon Owner or Agent named herein after the sale, conveyance, assignment or transfer by such subsequent Owner or Agent of its interest in the Project. Neither Owner, Agent nor any of the direct or indirect partners, shareholders, directors or officers of Owner or Agent shall be personally liable for the performance of Owner's or Agent's obligations under this License Agreement. Prior to any such sale, conveyance, assignment or transfer, Owner's and Agent's liability under this License Agreement shall be limited to Owner's or Agent's interest in the Project and Resident shall not look to any other property or assets of Owner or Agent in seeking either to enforce Owner's or Agent's obligations under this License Agreement or to satisfy a judgment for Owner's or Agent's failure to perform such obligations. After any such sale, conveyance, assignment or transfer, to the extent that Owner or Agent has any liability at all, the liability of Owner or Agent for such obligations shall be limited to the proceeds of such transfer received by Owner.
22. **Counterparts.** This License Agreement may be signed in any number of counterparts, each of which shall constitute an original and each of which shall be deemed to constitute a single instrument.
23. **Permission.** Resident grants permission to Agent to contact at any time the parent or guardian of any Resident regarding any issue related to Resident's occupancy of the Premises. Resident grants permission to Agent to contact at any time the Guarantor of this License Agreement regarding any issue related to payments and/or financial accountability. If applicable, Resident grants permission to Agent to request and receive information from the CCNY, CUNY, or Resident's Institution of Enrollment and for the said Institution to release information regarding Resident's status as a student in good standing, enrollment status, eligibility for housing, disciplinary status, and financial aid eligibility/disbursement status to Agent. In the event that Resident's institution of enrollment will not provide the information requested directly to Agent, Resident agrees to obtain the requested information and provide it to Agent.
- Under federal law, the Resident has the right to confidentially register with Agent the name and contact information of an individual that Resident would like to be contacted (within twenty-four (24) hours) if it is determined that Resident is missing from the campus and/or Resident's whereabouts are unknown for a period of twenty-four (24) hours or more.
24. **Separability Clause.** If any provision of this License Agreement or portion of such provisions is held invalid, the remainder of this License Agreement shall not be affected.



25. **Interruption of Service.** Resident will receive no reduction in license fees, nor will Agent be liable to Resident due to repairs or interruption of services to utilities, appliances, or other equipment due to defects or circumstances not caused by Agent's willful negligence or misconduct. See also Force Majeure (Section 37).
26. **Use of Facilities.** Resident may use all facilities of the Project which Agent provides for Resident's comfort, such as a fitness center, common area, laundry room or outdoor grills. Agent may revoke use of any of these facilities without affecting the remainder of this License Agreement. Use of these facilities is solely at Resident's own risk, and Resident agrees that neither Owner nor Agent shall not be responsible for any injury to person or loss or damage to property arising out of Resident's use thereof, unless the same is caused solely by Agent's negligence or willful misconduct.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law.
28. **Condition of Premises at Conclusion of Term.** Resident shall be responsible for any and all damage or destruction to the Premises caused, directly or indirectly, by Resident or Resident's Guests or invitees, and shall also be responsible for any and all damage and destruction to any portion of the Project caused, directly or indirectly, by Resident or Resident's Guests or invitees. Agent determination of conditions is final. As of the Termination Date, the Premises shall be in the same condition as it was as of the Term Commencement Date, except for reasonable and ordinary wear and tear. Resident shall complete the Room Condition Report upon moving into the Premises.
29. **Relocation.** Should the Agent at any time during the Term deem it necessary or advisable, in its sole discretion, Agent shall have the right to reassign Resident to similar accommodations within the premises. If relocation is required, it is the resident's responsibility to complete the move within the time-frame mandated by Agent. Agent has the right to relocate Resident belongings if Resident does not move within the time-frame. Agent would not be responsible for any lost or broken items. Resident may also be charged a minimum of \$200 and also face disciplinary sanctions if Agent has to move Resident belongings.
30. **Altering License Document.** Resident understands that any modifications, changes, additions, or deletions of the terms of this License must be signed by both Resident and Agent in order to be binding.
31. **Changes and Alterations To Premises.** Resident shall not build in, add to, change or alter the Premises in any way, including wallpapering, painting, repainting, or other decorating, without Owner's written consent.
32. **Insurance Acknowledgement.** Resident hereby acknowledges that the insurance carried by Agent, Owner, and Institution does not cover Resident personal property against such perils as fire, wind, theft, water damage, etc. Resident is strongly encouraged to obtain Renter's Insurance. Renters insurance can provide coverage against these and other physical losses of property, in addition to providing temporary housing accommodations, and protection against personal loss.
33. **Photograph Release.** Resident hereby gives permission to The Office of Housing and Residence Life and Capstone On Campus Management, LLS, to use my image, likeness and sound of my voice as recorded on audio or video taken of me while participating in Agent sponsored events, or while Resident is in any public spaces, grounds, or offices, of The Premises. Resident also gives the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, or re-publish the above mentioned of Resident or which Resident may be included, in whole or in part, or composite or distorted in



character or form, without restriction as to changes or alterations, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now, or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. Resident also consents to the use of any printed matter in conjunction therewith. Resident hereby waives any right that Resident may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Resident hereby releases, discharges, and agrees to permission or authority or those for whom acting from any liability by virtue of any blurring, distortion, alterations, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. Resident hereby releases, acquits, forever discharges The Agent or any authorized agent of The Agent, its officers, employees, or attorneys, representatives, insurers and assigns, from any and all demands, cause of action and/or judgments of whatever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credits, refunds, or any other monies due or to become due, or damages of any kind or nature and whether arising from common law or statute, arising out of, in any way, the use of Resident's image, likeness and sound of voice as recorded on audio or video. This release contains the entire agreement between the parties and shall be binding upon the inure to the benefit of the successors and assigns of the undersigned.

34. **Package Release.** Resident hereby authorizes Agent to accept packages, parcels, and deliveries as my agent. Resident understands that packages, parcels, and deliveries accepted by The Agent may not be kept in a locked or otherwise secured area. Resident understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Perishable packages must be picked up upon delivery. Resident agrees to hold Agent and Capstone On Campus Management, LLC free from liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Further, Resident understands that if Resident fails to claim such packages, parcels, or deliveries, within fourteen (14) days, they will be returned to the sender or destroyed. Resident understands that it is their responsibility to have packages sent in their name, and any package not sent in the Resident's name will be returned to sender.
35. **Acknowledgement of Proper Air Quality/Moisture Control Procedures.** Resident agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the unit. To prevent or minimize the occurrence and growth of mold in the unit, Resident hereby agrees to the following:
- Resident shall (a) remove any visible moisture accumulation in or on the unit, including walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected areas as soon as possible after occurrence, and (c) keep climate and moisture in the unit at reasonable levels.
 - Resident shall clean and dust the unit regularly, and shall keep the unit, particularly the kitchen and bathroom, clean and dry, and promptly dispose of trash in designated areas.
 - Resident shall promptly notify Manager in writing of the presence of any of the following conditions: (a) a water leak, excessive moisture, or standing water inside the unit or a Common Areas, (b) mold or mildew growth in or on the unit that persists, (c) a malfunction in any part of the heating, air-conditioning, or ventilation system in the unit.
 - Resident shall be liable to Owner for damages sustained to the unit or to Resident's person or property as a result of resident's failure to comply with the terms of the Addendum.
 - Candles, Incense, and Hookahs or any other electronic smoking device are prohibited. Pets are prohibited, except service animals, approved emotional support animals, and fish in 10-gallon aquarium.



36. **Fitness Center Liability Release, Waiver, Discharge and Covenant Not to Sue.** Resident fully recognizes that there are dangers and risks to which Resident may be exposed by utilizing the Fitness Center at Premises, located at 401 West 130th Street, New York, NY 10027 during the term of my Housing License Agreement. Resident understands that Agent does not require participation in the use of the fitness facility, but that Resident may choose to do so, despite the possible dangers and risks and despite this Release. Resident therefore agrees to assume and take on all of the risks and responsibilities in any way associated with this activity. In consideration of and return for the services, facilities, and other assistance provided to me by Agent in this activity, Resident releases Agent (and its governing board, employees, and agents) from any and all liability, claims and actions that may arise from injury or harm to Resident, from Resident death or from damage to Resident property in connection with this activity. Resident understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act of The Agent (or its governing board, employees, or agents), including but not limited to negligence, mistake, or failure to supervise by Agent. Resident recognizes that this Release means that Resident is giving up, among other things, rights to sue Agent, its governing board, employees, and agents for injuries, damages, or losses Resident may incur. Resident also understands that this Release binds my heirs, executors, administrators, and assigns, as well as self.
37. **Force Majeure.** If the Owner/Agent and/or University's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond the Agent's control, then the Owner/Agent shall be excused from performance of this License and will not have any liability in connection therewith.
38. **Quiet Floor Agreement (if applicable).** Residents assigned to the Quiet Floor agree to abide by the 24-Hour Quiet Hours Policy, which will be strictly enforced. Resident understands that Resident is expected to maintain an atmosphere conducive to study and sleep at all times.
39. **Failure To Occupy.** Unless prior arrangements have been made in writing with Agent for late arrival, failure of Licensee to take Occupancy by midnight on August 30, 2017, or within 72 hours of signing their license (whichever comes later), at the Discretion of the Agent, will result in voiding of the License and Licensee will forfeit the Reservation Fee and be charged a license termination fee of \$1,000. Other license cancellation fees may apply. Refer to sections 9 and 10 for the petition to cancel process.
40. **Meningitis Vaccine And Residents.** New York State law advises that students residing in college housing be vaccinated against meningitis. Resident may be exempted from this requirement if Resident objects thereto in a written statement signed by the Resident (or parent/guardian if Resident is under 18 years of age), explaining how the administration of immunizing agents conflicts with the Resident's religious tenets or practices. Proof of vaccination or Resident's written objection thereto must be on file in the Residential Facility management office prior to Occupancy.

RESIDENT:
(and Parent or Legal Guardian if Resident is under 18)

OWNER:



By:

Educational Housing Services, Inc., by Capstone
On-Campus Management, LLC, Agent

(RESIDENT SIGNATURE)

(PRINT NAME)

(PARENT/GUARDIAN SIGNATURE if Resident is under 18)

(PRINT NAME)

SAMPLE

