

TERMS AND CONDITIONS OF HOUSING LICENSE AGREEMENT

The relationship between the resident and Cornell Tech is that of licensee and licensor. This Agreement does not constitute a lease nor vest in the resident (or any other resident or occupant) any leasehold interest or rights of a tenant, whether under New York State or City Laws or otherwise.

I. ELIGIBILITY

To be eligible for housing at the Cornell Tech campus of Cornell University (jointly hereto referred to as Cornell Tech), a person must be a currently registered full-time degree candidate or associated with Cornell Tech as an eligible postdoctoral associate or fellow (postdoctoral trainee), eligible student, eligible faculty, eligible visiting graduate assistant, or other affiliate approved by Cornell Tech. Eligibility is contingent on enrollment or full-time employment and Cornell Tech housing must be the primary residence. Any change in status must be reported in writing to the Cornell Tech Housing Office immediately. Ineligibility for Cornell Tech housing may result in termination of this Housing License Agreement at the discretion of Cornell Tech. The Cornell Tech Housing Office reserves the right to remove any unauthorized resident from Cornell Tech housing at any time.

II. AGREEMENT PERIOD

A. INITIATION OF THE AGREEMENT

A Housing License Agreement, when signed, is binding until such time when the resident is no longer eligible or the Housing License Agreement expires or is otherwise terminated. Failure to execute the Housing License Agreement and any other documents as requested by the Housing Office may result in a loss of housing privileges. The occupancy period may be subject to change based upon unforeseen alternations in the academic year calendar or for reasons as determined for Housing by Cornell Tech. The resident agrees to occupy the room or apartment assigned and to vacate the room or apartment at the end of the occupancy period or earlier pursuant to Section II.C. herein. A resident prior to graduation or termination of appointment may, in writing, request permission from the Housing Office to exceed the occupancy period for a limited time. However, a resident shall not be deemed to have obtained this permission without receiving written authorization from the Housing Office.

B. REASSIGNMENT/TRANSFER

1. **BY CORNELL TECH:** Cornell Tech may at any time reassign or transfer resident(s) to other accommodations. When a vacancy in a housing unit occurs, the Housing Office reserves the right to show the room or apartment and assign a new resident(s) to fill the opening.
2. **BY THE RESIDENT:** Residents are prohibited from taking a roommate, assigning, leasing, licensing, subletting or in any other manner transferring their interest under the Housing License Agreement or permitting any part of the housing unit to be shared by person(s) not approved in writing by the Housing Office. Any changes in occupancy must be immediately reported to the Housing Office. Requests for room/apartment changes or approval of temporary residents must be filed in writing with the Housing Office and are subject to its written approval, which may be granted or withheld at its sole discretion. Any violations of the temporary resident policy (copies of which are provided upon request by the Housing Office and available on the Cornell Tech Housing website) will to the extent allowable by law, result in a minimum penalty of \$500 to be shared among all primary residents of the apartment in which the violation occurred, and, at the option of the Housing Office, may result in termination of the Housing License Agreement, the imposition of administrative fines, or both.

C. TERMINATION

1. **BY CORNELL TECH:** Cornell Tech reserves the right to revoke this Housing License Agreement and repossess rooms or apartments for reasons such as but not limited to:
 - a. If an individual does not check-in by the agreed upon date and does not notify the Housing 1 | Page

HOUSING TERMS AND CONDITIONS OF HOUSING LICENSE AGREEMENT (continued)

Office in advance if a late arrival is anticipated.

b. If an individual does not meet eligibility requirements, falsifies any application in whole or in part, or violates other Cornell Tech policy.

c. If a resident fails to pay required housing payments, utilities, fines or fees.

d. If a resident fails to abide by the Terms and Conditions of the Housing License Agreement, the House Rules and Regulations, or any Cornell Tech housing policy.

e. If Cornell Tech determines that continued occupancy by the resident will constitute a health or safety problem.

Should the Housing License Agreement be terminated by Cornell Tech, the resident(s) shall vacate within three (3) days commencing from when said notice is issued unless extended by Cornell Tech in its sole discretion.

1. BY THE RESIDENT: All residents who withdraw, take a formal leave, terminate full-time employment, or are otherwise separate from Cornell Tech must vacate WITHIN THREE (3) DAYS of the effective date of such action, unless granted an extension in writing by the Housing Office. Failure to vacate an apartment by a stated deadline may result in additional fines and assessments. Any resident leaving Cornell Tech housing during the Housing License Agreement period without a written release from the Housing Office will continue to be liable for all housing fees.

III. HOUSING PAYMENTS

Residents who receive a paycheck from Cornell Tech are highly encouraged to submit a Payroll Deduction Agreement Form. Housing payments that are not collected through payroll deduction are due on either a monthly basis or a term basis as indicated below. Residents are not permitted to withhold payment for any reason to include but not limited to apartment or building maintenance problems.

A. MONTHLY BASIS: Residents on a monthly payment schedule are required to pay by the date indicated on the invoice that is issued by the Cornell Tech Housing Office. Failure to meet monthly payments may result in an individual's loss of this billing option and termination of the Housing License Agreement. A late fee of \$50 will be imposed for any payment not paid by 5 days after the due date indicated.

B. TERM BASIS: Residents paying for housing on a term basis are required to submit payment via Bursar billing along with payments for tuition and fees. Late payments are subject to finance charges. Failure to make timely payments may result in the termination of the Housing License Agreement.

It is the responsibility of the resident to notify the Housing Office of any errors in billing or payroll deduction. The Housing Office reserves the right to correct any billing or payroll deduction error at any time. An individual who owes money to Cornell Tech will not be allowed to register or re-register, receive a transcript, have academic credits or employment certified as a postdoctoral trainee, faculty member, or other affiliate, be granted a leave of absence, or have a degree conferred.

Housing payments are subject to annual increases, usually effective on August 1. Cornell Tech reserves the right to apply different rates to faculty and student housing. Cornell Tech reserves the right to adjust housing charges upon renewal of the term of a Housing License Agreement.

IV. CONDITIONS OF OCCUPANCY

The rules, regulations and policies of Cornell Tech, Building Management and the Housing Office now in effect or hereafter enacted, including but not limited to the House Rules and Regulations, are made a part of the Housing License Agreement. By occupying Cornell Tech housing, residents agree to comply with all such rules and regulations. Restrictions on occupancy levels exist and eligibility of secondary residents is subject to the *Policy on Family Housing*. The Housing Office must approve in writing all residents and guests in advance.

HOUSING TERMS AND CONDITIONS OF HOUSING LICENSE AGREEMENT (continued)

In the event individuals that do not independently meet the conditions of eligibility for housing are approved to reside within the same room/apartment with a primary resident as defined by Cornell Tech policy, the primary resident is responsible for said individuals, including, but not limited to, providing proper supervision (as applicable), controlling noise levels, reimbursing for damages, and assuring that all Cornell Tech policies, rules and regulations are observed. Any additional documentation required by the Housing Office must be submitted prior to check-in. It is the responsibility of the resident to report to the Housing Office as soon as possible any change of status or information previously provided pursuant to the Housing License Agreement.

A. CHECK-IN REQUIREMENTS

Upon check-in, a signed Housing License Agreement must be on file or executed. Residents must provide emergency contact information and complete additional documents provided by Building Management prior to receiving their apartment key. Each resident 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 the responsibility of the resident to notify building management immediately of any maintenance or housekeeping problems.

B. UTILITIES

Rental rates include Wi-Fi, broadcast cable service, and water. Residents are responsible for electricity charges. Details are provided as an addendum to this document titled *Submetered Electricity Addendum to Housing Terms and Conditions*. Residents will be required to pay for the use of electricity in the rooms and apartments on the basis of a separate submetered charge that will be billed to the Resident by a third-party billing company.

C. DAMAGE OR LOSS LIABILITY

Residents are liable for any damage and/or loss to the room or apartment and furnishings and for any other damage or loss caused by them to any other Cornell Tech property. Damage or loss must be reported promptly to the Housing Office. When 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 Agreement period.

D. INSPECTION ALLOWANCES

Cornell Tech reserves the right 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.

E. RESPONSIBILITIES FOR ROOM AND APARTMENT CARE

The resident is 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.

F. RESPONSIBILITIES FOR FURNISHINGS

It is prohibited for residents to remove Cornell Tech furnishings from any room, floor, or the building and such action may be subject to prosecution under applicable law, fines, and/or Cornell Tech disciplinary action. Residents may not dismantle, paint, replace, remove or in any way deface furnishings, fixtures or doors. All furnishings supplied by Cornell Tech must be in the assigned unit at check out. Additionally, residents are prohibited from moving personal furniture or other large furnishings into their apartment.

HOUSING TERMS AND CONDITIONS OF HOUSING LICENSE AGREEMENT (continued)

G. CHECK-OUT REQUIREMENTS

The procedures listed below and those published by the Housing Office must be followed for proper checkout to occur. Failure to follow proper checkout guidelines may result in continued housing charges.

1. **NOTIFICATION:** Residents must notify in writing the Housing Office of their intent to vacate at least one (1) month prior to their anticipated check-out date. Failure to do so may result in a charge of not less than one (1) month's housing fee. Rooms and apartments will be inspected after check out and residents will be responsible for damages.
2. **KEYS:** All keys must be labeled and returned directly to the building management. The later of the date that the keys are 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. Keys shall not be given directly to roommates, new occupants of the apartment, or any other individual. Costs for lock changes and key replacements will be billed to the resident(s) at the then current rate.
3. **APARTMENT CLEANING/DAMAGES:** All refuse and materials must be discarded and the room/apartment must be left clean. Any additional cleaning required, removal of personal property, and/or any loss/damage to assigned spaces will be deducted from each resident's security deposit (see Article VII SECURITY DEPOSIT) or billed to the appropriate individual(s). 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). Cornell Tech is not responsible for any personal or other property left in an apartment/room beyond the official check-out date as defined in Section G Item 2 and may dispose of any such property as it sees fit.
4. **FAILURE TO VACATE:** In the event any resident fails to vacate as required by this Agreement, the primary resident(s) will be liable for any and all damages and costs (including reasonable attorney's fees) due to such failure to vacate. In addition, Cornell Tech reserves the right to impose administrative fines of \$150 per day for each day that the resident fails to vacate and take any other action available at law or in equity.

V. RESTRICTIONS

A. ALTERATIONS/REPAIRS TO EXISTING FACILITIES

Residents cannot make alterations to their living space 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, residents shall be responsible for all costs incurred to restore the space to its required condition.

B. APPLIANCES AND FURNISHINGS

Residents 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. Such items, if found, will be removed. Residents are responsible maintaining smoke detectors in good working order. Malfunctions should be reported promptly. Residents will be charged the full replacement cost for any existing appliance or furniture that becomes damaged beyond repair (above normal wear and tear).

C. FLAMMABLE MATERIALS/FIREARMS

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

D. FOOD PREPARATION

HOUSING TERMS AND CONDITIONS OF HOUSING LICENSE AGREEMENT (continued)

which are specifically designed for such use. Any non-conforming food preparation appliance will be confiscated.

E. GUESTS

All guests must register. Residents must sign in any overnight guest. No overnight guest may occupy Cornell Tech housing for more than five (5) 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 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.

F. 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.

G. OTHER REGULATIONS

Residents must comply with all applicable City, State or Federal regulations, laws or statutes, and the House Rules and Regulations, which may be amended from time to time. Violation of these rules, at the option of the Housing Office, may result in termination of the Housing License Agreement.

H. PETS

The keeping or presence of any pets in Cornell Tech furnished housing units is PROHIBITED. Violators will be subject to an administrative fine of \$50 per day (in addition to any damages charges) and if pets have not been removed from the premises within two (2) days of receipt of notice from the Housing Office, this Housing Agreement may be terminated.

I. RENOVATION AND MAINTENANCE PROJECTS

Residents may not refuse or interfere with renovations, repairs, or other projects. Cornell Tech 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. Residents do not have the right to withhold housing payments for periods when such services have not been available.

J. ROUTINE APARTMENT MAINTENANCE

Residents 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.

K. SOLICITING

Soliciting and/or canvassing by outside organizations and individuals is prohibited. Residents or their guests shall not carry on any business from the premises.

L. TRASH REMOVAL

Residents are responsible for placing trash in the proper building receptacles and for following all stated recycling guidelines. Failure to do so may result in residents receiving NYC Sanitation

5 | Page

HOUSING TERMS AND CONDITIONS OF HOUSING LICENSE AGREEMENT (continued)

Department fines or assessments by the Housing Office.

M. WINDOWS

Residents with children 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. It is the responsibility of the resident to inform the Housing Office if guards/stoppers are missing, broken or not working properly. Residents may not throw or hang objects from windows, ledges or roofs nor can they place objects on ledges or windowsills. Residents are prohibited from cleaning outside window surfaces.

VI. LIABILITY

A. DAMAGE TO ROOM/APARTMENT

In the event of damage by fire, water, steam or other causes, which render the room or apartment wholly unfit for occupancy, Cornell Tech reserves the right to reassign residents to alternate housing accommodations. If alternate quarters are not available, the Agreement may be terminated.

B. DAMAGE TO PERSONAL PROPERTY

Cornell University, Hudson Cornell Tech LLC, and Related Management and their respective employees shall not be liable under any circumstances whatsoever for lost, stolen, damaged or missing property belonging to residents or their guests, regardless of the cause of the loss or damage. Personal and other property of residents is not covered by Cornell Tech insurance. Residents are urged to carry their own insurance protection against loss or damage of their property.

VII. SECURITY DEPOSIT

Resident shall deposit with Cornell Tech, or the designated third-party management company, simultaneously herewith the sum of one months' housing payment (the "Security Deposit") in cash as security for the full and timely performance by Resident of its obligations under this Agreement. If Resident defaults beyond any applicable notice and grace period in the performance of any of the terms of this Agreement, including the payment of any housing payment, fees, or other assessed fines or charges, Cornell Tech may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any sums due under this License Agreement or for application to any other obligations of Resident hereunder (including, without limitation, the repair of any damages to the premises beyond normal wear and tear and costs of cleaning the premises and removing all trash, debris, furnishings and other items left on the premises) or for payment of any other sum which Cornell Tech may be reasonably required to expend by reason of Resident's default. In the case of every such use, application or retention, Resident shall, on demand, pay to Cornell Tech the sum so used, applied or retained, which sum shall be added to the Security Deposit so that the same shall be replenished to its former amount, and any failure by Resident to pay such sum prior to the expiration of any applicable notice and grace period shall constitute a default under this Agreement. If any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Resident, or its successors or assigns, any security deposited with Cornell Tech pursuant to this Article VII shall be deemed to be applied first to the payment of any occupancy fees and/or other charges due Cornell Tech for all periods prior to the institution of such proceedings and the balance, if any, of such security deposited with Cornell Tech may be retained by Cornell Tech in partial liquidation of Cornell Tech's damages. If Resident shall fully comply with all of the terms of this Agreement, the Security Deposit shall be returned to Resident within 30 days after the termination of this Agreement and delivery of exclusive possession of the housing unit to Cornell Tech provided Resident has fully completed and filed all required check out forms, including but not be limited to providing to Cornell Tech Housing a valid address which to return the Security Deposit. The Security Deposit shall be held in a segregated interest-bearing money market account, interest to be paid to

HOUSING TERMS AND CONDITIONS OF HOUSING LICENSE AGREEMENT (continued)

VIII. SUBORDINATION AND ATTORNMNET

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.

IX. PROVISIONS APPLICABLE TO RESIDENTS ASSIGNED TO CORNELL TECH

HOUSING ON ROOSEVELT ISLAND

A. If Resident receives an *Income Certification Questionnaire* when required by the Roosevelt Island Operating Corporation of the State of New York (RIOCI) resident agrees 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, Resident will attorn to, or enter into an agreement with RIOCI on identical terms to Cornell Tech's Housing License Agreement. No occupancy payments shall be paid more than one month in advance excluding security and other deposits required.

