



HOUSING LICENSE AGREEMENT TERMS AND CONDITIONS

Your Housing License is a legal and binding agreement that creates a revocable license for you to occupy your University-assigned housing, subject to these Terms and Conditions (“Terms and Conditions”). The Terms and Conditions are part of your Housing License, and any reference to “Housing License” expressly includes all provisions of the Terms and Conditions. This Agreement is not a lease and does not create a landlord-tenant relationship between you and Cornell University, nor does it vest in you (or any other occupant permitted pursuant to this license) any leasehold interest or rights of a tenant, whether under New York State or City Laws or otherwise. This license does not guarantee assignment to a particular apartment, house, neighborhood, room, or roommate.

I. ELIGIBILITY

To be eligible for housing at the Cornell Tech campus of Cornell University (jointly herein referred to as Cornell Tech), you 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 your primary residence. Cornell Tech reserves the right to require you to provide verification of your eligibility status that is satisfactory to the Cornell Tech in its sole discretion, and any change in your status must be reported in writing to the Cornell Tech Housing Office immediately. Ineligibility for Cornell Tech housing may result in revocation of this Housing License Agreement at the discretion of Cornell Tech. The Cornell Tech Housing Office reserves the right to remove any unauthorized occupant from Cornell Tech housing at any time.

Individuals required by law to register as sex offenders who wish to live in Cornell Tech housing, or who have a family member or partner who must register as a sex offender who wishes to live with the individual in Cornell Tech family housing, must notify the Housing Office prior to applying for housing. Cornell Tech may immediately revoke your housing license if you fail to comply with this requirement.

II. AGREEMENT PERIOD

A. INITIATION OF THE AGREEMENT

This Housing License, when signed, is binding until such a time when you are no longer eligible to live in Cornell Tech housing under Section I, or the Housing License expires or is otherwise revoked or 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 alterations in the academic year calendar or for other reasons as determined by the Housing Office at Cornell Tech. You agree 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. Prior to graduation or termination of an appointment you may, in writing, request permission from the Housing Office

to exceed the occupancy period for a limited time. Such permission may only be granted by the Housing Office in writing.

B. REASSIGNMENT/TRANSFER

1. BY CORNELL TECH: Cornell Tech may at any time reassign or transfer you and any other occupants 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 licensee(s) to fill the opening.

2. BY THE LICENSEE: You are prohibited from taking a roommate, assigning, leasing, licensing, subletting or in any other manner transferring your 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 occupants 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 immediately revoke this Housing License Agreement and/or pursue disciplinary action if:

a. You do not check-in by the agreed upon date and do not notify the Housing Office in advance.

b. You do not or cease to meet eligibility requirements, falsify any application in whole or in part, or violate other Cornell Tech policy.

c. You fail to pay required housing payments, utilities, fines, or fees.

d. You fail to abide by the Terms and Conditions of the Housing License Agreement, the House Rules and Regulations, or any Cornell Tech housing policy.

e. You engage in or threaten acts or behavior that in Cornell Tech's sole opinion, may endanger public order or property, threaten the personal safety or security of yourself or others (by acts of physical or mental harassment, self-harm, or other means) or disrupt other residents.

If your Housing License Agreement is terminated by Cornell Tech, you shall vacate your assigned unit within three (3) days commencing from when said notice is issued, unless extended by Cornell Tech in its sole discretion. You will continue to be liable for all

housing fees and charges. Cornell Tech may also refuse to allow you to occupy any Cornell Tech housing in the future.

2. BY YOU: If you withdraw, take a formal leave, terminate full-time employment, or are otherwise separated from Cornell Tech, you 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. If you leave Cornell Tech housing during the Housing License Agreement period without a written release from the Housing Office, you will continue to be liable for all housing fees and charges.

III. HOUSING PAYMENTS

Housing payments are due on either a monthly basis or a term basis as indicated below. You are not permitted to withhold payment for any reason, including but not limited to apartment or building maintenance problems.

A. MONTHLY BASIS: Residents on a monthly payment schedule are required to pay by the first day of the month. A late fee of \$50 will be imposed for any payment not paid by 5 days after the due date indicated. Failure to meet monthly payments may result in termination of the Housing License Agreement.

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 your responsibility 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.

Housing payments are subject to annual increases, usually effective on June 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 expressly incorporated by reference and made a part of the Housing License Agreement. By occupying Cornell Tech housing, you agree to comply with all such rules and regulations. Restrictions on occupancy levels exist and the 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.

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. You must 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. You must provide emergency contact information and complete additional documents provided by Building Management prior to receiving your 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 your responsibility to notify building management immediately of any maintenance or housekeeping problems.

B. UTILITIES

License fees include Wi-Fi, broadcast cable service, and water. You are responsible for electricity charges. Details are provided as an addendum to this document titled Submetered Electricity Addendum to Housing Terms and Conditions. You 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 you by a third-party billing company.

C. DAMAGE OR LOSS LIABILITY

You are liable for any damage and/or loss to the room or apartment and furnishings and for any other damage or loss caused by you 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 or replacement may be charged equally to all residents residing in the damaged unit during the license period.

D. RIGHT OF ENTRY

Cornell Tech reserves the right to access rooms or apartments for inspection purposes, to show the unit to potential new residents, for repairs to the unit or the Building, or for any other health, safety, or security purpose as determined by Cornell Tech. 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 installation 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

You may not 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. You 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.

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:** You must notify in writing the Housing Office of your 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 you 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 you 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 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 IV(G)(2) and may dispose of any such property as it sees fit.
4. **FAILURE TO VACATE:** In the event you fail to vacate as required by your Housing License Agreement, you 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 you fail to vacate and take any other action available at law or in equity.

V. RESTRICTIONS

A. ALTERATIONS/REPAIRS TO EXISTING FACILITIES

You cannot make alterations to your 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, you shall be responsible for all costs incurred to restore the space to its required condition.

B. APPLIANCES AND FURNISHINGS

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. Such items, if found, will be removed. You are responsible for maintaining smoke detectors in good working order. Malfunctions should be reported promptly. You 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

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

E. GUESTS

All guests must register. You 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. You 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. You are responsible for ensuring their guests observe building security and access policies, the House Rules and Regulations, and all other applicable Cornell Tech rules and regulations. If you have unauthorized guests, you will be subject to administrative fines and termination of this Housing 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.).

You may not install or use additional locks or any other security device in rooms or apartments, or duplicate, lend, or issue keys or access devices to any other individual. You will be billed for lock changes and key replacements at the then current rate.

G. OTHER REGULATIONS

You 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. ANIMALS

The keeping or presence of any animals 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 animals have not been removed from the premises within two (2) days of receipt of notice from the Housing Office, this Housing License Agreement may be terminated. Service animals (as defined by the Americans with Disabilities Act) are permitted in Cornell Tech housing, and emotional support animals are permitted if approved by Student Disability Services as a reasonable accommodation for a disability.

I. RENOVATION AND MAINTENANCE PROJECTS

You 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. You do not have the right to withhold housing payments for periods when such services have not been available.

J. ROUTINE APARTMENT MAINTENANCE

You may 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. You and your guests shall not carry on any commercial business from the premises. If you violate this provision and Cornell Tech incurs tax liability as a result, then in addition to Cornell Tech's other rights and remedies, you will be responsible for the cost of such taxes.

L. 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 residents receiving NYC Sanitation 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 your responsibility to inform the Housing Office if guards/stoppers are missing, broken, or not working properly. You may not throw or hang objects from windows, ledges or roofs nor can they place objects on ledges or windowsills. You 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 you to alternate housing accommodations. If alternate quarters are not available, the Housing License 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 you or your guests, regardless of the cause of the loss or damage. Personal and other property of residents is not covered by Cornell Tech insurance. You are urged to carry your own insurance protection against loss or damage of your property.

VII. SECURITY DEPOSIT

No security deposit is required.

VIII. 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.

IX. PROVISIONS APPLICABLE TO RESIDENTS ASSIGNED TO CORNELL TECH HOUSING ON ROOSEVELT ISLAND

A. 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 Cornell Tech's Housing License Agreement. No occupancy payments shall be paid more than one month in advance.

X. MISCELLANEOUS

A. Execution of the Housing License Agreement is not a commitment of admission to or continued enrollment at Cornell University or Cornell Tech.

B. Any waiver by Cornell Tech of its rights under the Housing License Agreement shall not be deemed a continuing waiver.

C. If any provision of this Housing License Agreement shall be found to be invalid, the remaining provisions shall continue in full force and effect.

D. This Housing License Agreement represents the complete agreement between you and Cornell Tech regarding your housing, and supersedes any prior contracts or understandings, whether oral or written. It may not be amended in any way without the prior written permission of Cornell Tech in each instance.

E. The Housing License Agreement is subject to the laws of the State of New York, without regard to conflicts of laws or principles. You agree to submit to the jurisdiction of the federal, state, and local courts in New York, New York, for the resolution of any disputes arising under the Housing License Agreement.

F. In any action, suit, or proceeding in any jurisdiction arising out of or relating to this Housing License Agreement, you and Cornell Tech each knowingly and intentionally, to the greatest extent permitted by applicable law, irrevocably and expressly waive forever trial by jury.