

## **Terms and Conditions of Housing License Agreement**

### **I. Legal Effect.**

The Housing License Agreement (the “Housing License”) is a legal and binding agreement that creates a revocable license for you, the Primary Resident, to occupy the housing unit described on the Housing License, subject to these Terms and Conditions, for the Term described on the Housing License, unless sooner terminated as provided herein. These Terms and Conditions are part of your Housing License, and any reference to the “Housing License” expressly includes all provisions of these Terms and Conditions.

The Housing License is not a lease and does not create a landlord-tenant relationship between you and the University, nor does it vest in you (or any other permitted occupant) any leasehold interest or rights of a tenant under any federal, state or local law. The Housing License does not guarantee your assignment to a particular building, apartment, room, or roommate.

### **II. Eligibility**

Housing at Weill Cornell Medical College and Weill Cornell Graduate School of Medical Sciences (jointly hereto referred to as WCM) is not open to the general public. To be eligible for WCM housing, you must be one of the following

1. a currently registered, full-time WCM degree candidate
2. a WCM postdoctoral associate or fellow (postdoctoral trainee)
3. a WCM faculty
4. a full time WCM staff member, or
5. a WCM affiliate approved in writing by the Housing Office.

The Housing License is contingent upon you maintaining eligibility and using your assigned housing unit as your primary residence at all times during the Term. The Housing Office may require verification of your eligibility and primary residence upon request. You must report any change in either status in writing to the Housing Office immediately.

If you are required by law to register as a sex offender, or if you have a family member or partner who wishes to live with you who must register as a sex offender, you must notify the Housing Office prior to applying for housing. Notwithstanding any other term herein, the Housing Office may immediately revoke your Housing License if you fail to comply with this requirement.

### **III. Agreement Period**

The Housing License is binding until the expiration of the Term or the sooner termination of this License pursuant to Article V (Termination) below. You agree to occupy the housing unit assigned by the Housing Office, and you shall remain responsible for the payment of all Housing Fees while your Housing License remains in effect. You may not occupy your housing unit unless and until you have executed the Housing License and any other documents as requested by the Housing Office. The Term may be subject to change based upon unforeseen alterations in the academic year calendar or for other good cause as determined by the Housing Office.

### **IV. Assignment/Transfer of Housing Unit**

The Housing Office may, at any time, reassign or transfer you to other housing units. If you have an assigned roommate and a vacancy occurs, the Housing Office reserves the right to show the housing unit and assign a new resident to fill the opening.

You are prohibited from taking an unauthorized roommate, and from assigning, leasing, licensing, subletting, or in any other manner attempting to transfer this Housing License to any other person. Guests are permitted only as

provided in Article IX. You must immediately report any changes in occupancy (including, without limitation, any changes to your Secondary Residents) to the Housing Office.

Requests for housing unit changes 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 foregoing will, to the extent allowable by law, result in a minimum penalty of \$500 to be shared among all Primary Residents of the housing unit in which the violation occurred, and, at the option of the Housing Office, may result in termination of this Agreement pursuant to Section V.

## **V. Termination of Housing License**

**A. By the Housing Office:** The Housing Office reserves the right to revoke your Housing License upon written notice and/or pursue disciplinary action where appropriate if:

1. If you fail to take possession of the housing unit within ten (10) days of the start of the Term without notifying the Housing Office;
2. If you no longer meet eligibility requirements, falsify any application in whole or in part, or violate other WCM policies;
3. If you are placed on any form of imposed or involuntary leave;
4. If you fail to timely pay required housing fees (including, where applicable, utilities charges) or fines;
5. If you or your Secondary Residents fail to comply with these Terms and Conditions, any other rules or regulations applicable to the housing unit, or any WCM housing policy;
6. If the Housing Office determines that continued occupancy by you or your Secondary Residents will constitute a health or safety problem; or
7. For other good cause, as determined by the Housing Office.

The effective date of the termination of your Housing License shall be the date indicated in your termination notice.

**B. By the Resident:** You may terminate your Housing License *only* in the following circumstances:

1. You graduate;
2. You withdraw, take a voluntary leave, or are placed on involuntary/imposed leave;
3. You terminate full time employment/separate from WCM; or
4. Upon the prior written consent of the Housing Office, in its sole discretion.

Residents of Southtown and Riverwalk who wish to terminate their housing license under the foregoing criteria must provide the Housing Office with no less than thirty (30) days advance notice so that a check-out inspection can be scheduled; residents of all other WCM properties must provide at least five (5) days notice. Once you have completed all Check-Out Requirements set forth in Article VIII.G, the Housing Office will send you a written termination notice. The effective date of the termination of your Housing License shall be the date indicated in your termination notice.

**C. Refunds.** Upon any termination, prepaid Housing Fees (if any) shall be reimbursed on a prorated basis based on the effective date of the termination of your Housing License, less any applicable fees/fines. Expiration or termination of your Housing License does not release you from your obligation to timely pay any other outstanding fines, charges, or penalties.

## **VI. Deadlines to Vacate.**

You must vacate your housing unit at the end of the Term indicated on the Housing License. In the event the Housing License is terminated prior to the end of the Term, you (and any Secondary Residents) must vacate within ten (10) days of the effective date indicated on your termination notice, unless extended by the Housing Office in its sole discretion. Notwithstanding the foregoing, the Housing Office may require residents who are terminated on health or safety grounds to vacate their housing unit within 24 hours.

Residents who do not timely vacate by the stated deadline may be subject to additional fees as provided in Article VIII.G (Check Out Requirements).

## VII. Housing Fees

You agree to timely pay the Housing Fees described in the Housing License as and when due. If you have payroll deduction, your Housing Fees will be deducted from your university paychecks as provided on your Payroll Deduction Agreement. Housing Fees that are not collected through payroll deduction are due on either a monthly basis or a term basis, as indicated below.

**Monthly Basis:** Residents on a monthly payment schedule are required to pay the balance in full by the date established by the Housing Office. Balances that remain unpaid five (5) days after the due date are subject to late fees equal to \$50 or five percent (5%) of the monthly license fee, whichever is less, or as otherwise may be provided by law.

**Term Basis:** Residents paying for housing on a term basis are required to submit the housing payment along with payments for tuition and fees to WCM Student Accounting.

You are responsible for notifying 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 fees are subject to an annual increase, typically in effect on July 1. The Housing Office reserves the right to apply different rates to student, postdoc, and employee housing, or based on room type, location, or any other variable the Housing Office deems appropriate. The Housing Office may adjust housing charges upon any renewal of the Housing License. Housing charges, credits, and refunds are prorated by the Housing Office in accordance with the most current rate schedule.

## VIII. Conditions of Occupancy

The rules, regulations, and policies of WCM and the Housing Office now in effect or hereafter enacted are expressly incorporated into these Terms and Conditions and the Housing License. By occupying WCM housing, you agree to comply with all such rules, regulations and policies. Failure to comply with the Conditions of Occupancy set forth below may result in fines, termination of the Housing License, and/or other disciplinary action.

- A. Secondary Residents.** Spouses, domestic partners, dependent children and IRS dependents may be approved by the Housing Office as Secondary Residents under the WCM Family Housing Policy, subject to applicable New York City residential occupancy limits. All Secondary Residents must comply with these Terms and Conditions, the Housing License, and all WCM housing rules and policies. You are responsible for the conduct of Secondary Residents and their compliance with the foregoing, including (without limitation) providing proper supervision, controlling noise levels, and reimbursing WCM for any damages caused by Secondary Residents. Occupancy as a Secondary Resident, as authorized by the Housing Office, is based solely upon the Secondary Resident's relationship to the resident. A Secondary Resident has no independent right of occupancy and a Secondary Resident's occupancy shall terminate immediately upon the expiration or sooner termination of your Housing License, or upon the termination of Secondary Resident's relationship to you, whichever occurs first. You are responsible for promptly reporting any termination of relationship with a Secondary Resident to the Housing Office.
- B. Check-In Requirements.** A signed Housing License executed by you and (if applicable) all adult Secondary Residents must be on file with the Housing Office before you occupy your housing unit. You and each approved adult Secondary Resident will receive keys; keys may not be duplicated. Upon check-in, you are responsible for notifying the Housing Office immediately of any maintenance or housekeeping problems in the housing unit.

**C. Utilities.** Your Housing Fees include the utilities indicated for your building as provided below:

<b>Location</b>	<b>Student</b>	<b>Employees</b>
<i>Olin Hall</i>	All included	n/a
<i>Lasdon House</i>	All included	n/a
<i>East 77<sup>th</sup> Street</i>	Must pay for internet, cable, and electricity	n/a
<i>Feil Family &amp; Weill Family Residence</i>	All included	All included
<i>Stahl Apartments</i>	All included	Must pay for internet and cable
<i>Riverwalk (455 Main Street)</i>	n/a	Must pay for internet, cable, and electricity
<i>Southtown (465 Main Street)</i>	n/a	Must pay for internet, cable, and electricity
<i>Sutton Terrace</i>	n/a	Must pay for internet, cable, and electricity

You will be liable for all costs in connection with the installation and operation of such other utilities, including, but not limited to, telephone, electricity (when applicable), and cable television. Residents are prohibited from independently contracting for other utilities.

**D. Casualty.**

In the event of damage by fire, water, steam, or other causes, which render the room or apartment wholly unfit for occupancy, WCM will seek to reassign you to alternate housing accommodations. If alternate quarters are not available, the Housing License may be terminated.

**E. Right of Entry.** The Housing Office reserves the right to access housing units for inspection purposes, to show the unit to potential new residents, for repairs, or for any other health, safety or security purpose as determined by the Housing Office. Such access will be made at reasonable times with reasonable advance notice, except for emergency situations.

**F. Responsibilities for Room and Apartment Care.** You are responsible for cleaning your housing unit, removing waste materials regularly, maintaining satisfactory sanitation and fire safety standards, and promptly reporting needed repairs to the Housing Office. Residents who fail to maintain their housing unit in a safe or sanitary condition may be assessed cleaning charges.

**G. Check-Out Requirements.** You must follow all of the procedures listed below for checkout; failure to do so may result in continued housing charges:

**1. Inspection:** Your housing unit will be inspected after check-out, and you will be billed for any damages as provided below.



**2. Return of Keys:** All keys and FOBS must be labeled and returned to the Housing Office. The latter of the date these are received by the Housing Office or the date your housing is cleaned and completely vacated, will be the official check-out date, and all charges will be prorated to this date. No key or FOB shall be given to roommates, new occupants, or any other individual. Costs for any required lock changes and key/FOB replacements will be billed to you at the then-current rate.

**3. Vacating Cleaning/Damages:** At check-out, you must leave the housing unit and its furnishings clean and in good condition, substantially the same as at the beginning of your occupancy (subject to ordinary wear and tear). All original furnishings must be in your assigned unit at check out. You must also remove all personal belongings, installations or decorations, and remove all rubbish. Residents who do not meet these requirements will be assessed cleaning and/or damages charges. For shared housing units, charges for cleaning/damage to common areas will be distributed equally among all Primary Residents residing in the housing unit unless it is agreed by all such Primary Residents that said damages are to be assigned to a specific individual(s). WCM is not responsible for any personal property left in a housing unit beyond the official check-out date. Such property shall be deemed abandoned 48 hours after check-out and will be disposed of by the Housing Office in accordance with applicable law.

**4. Failure to Vacate:** If you or any Secondary Resident fails to vacate as required by this Housing License, you will be liable for any and all damages and costs (including reasonable attorney's fees) due to such failure to vacate. In addition, WCM reserves the right to impose administrative fines and take any other action.

## IX. Rules and Restrictions

Failure to comply with the rule and restrictions set forth below may result in fines, termination of the Housing License, and/or other disciplinary action.

- A. No Alterations** You may not make alterations to your housing unit and will be charged for unauthorized alterations. These include, but are not limited to, the installation of different fixtures, carpet installation or removal, elimination or change of existing structure (e.g., doors, walls, cabinets), or any mechanical or another type of alteration and/or repair. You are prohibited from defacing walls or floors. Mounting adhesive products that will not damage wall surfaces are permitted. Installations that 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. You may not remove window shades (if any) installed in the housing unit. You may not dismantle, paint, replace, remove, or in any way deface furnishings, fixtures, or doors. Without limiting the generality of the foregoing, you will be responsible for all costs incurred to restore your housing unit to its required condition.
- B. Appliances and Furnishings** You may not install or use air conditioners, heaters, additional refrigerators larger than 3.1 cubic feet, 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 at your expense. You may not remove furnishings from your housing unit. You will be charged the full replacement cost for any furnished appliance or furniture that becomes materially damaged or that is removed from your housing unit.
- C. Smoke Detectors.** You are responsible for replacing smoke detector batteries and maintaining the detector in good working order. Malfunctions (other than battery replacements) should be reported promptly to the Housing Office.
- D. Deliveries/Service Calls** You must be present to receive deliveries or service calls and must personally escort delivery personnel to and from your housing unit if item(s) are to be delivered "door to door." The Housing Office cannot provide access to housing units or permit the transfer of keys to outside service people. WCM is not responsible for any loss or damage to delivered/undelivered items.



- E. Disruptions/Disturbances** You are prohibited from creating any disruptions or disturbances that interfere with other occupants or the operation of the building. You are expected to initiate communication and address concerns regarding disruptions/disturbances directly with the individuals creating the disruption/disturbance.
- F. Flammable Materials/Firearms** The possession, storage, or use of firearms, ammunition, gunpowder, fireworks, explosives, flammable materials, and other dangerous weapons or materials is prohibited within any WCM housing unit.
- G. Food Preparation.** Cooking is prohibited in any area within the housing unit, except in kitchens that are specifically designed for such use
- H. Guests** All guests must be registered with the Housing Office and possess photo identification. Guests may not reside in housing units unless you are present. Residents in shared housing must have the consent of all other roommates before guests can be invited. Guests who are here for more than seven (7) consecutive nights must receive prior approval from the Housing Office. Guests may not stay for longer than fourteen (14) consecutive nights. The maximum aggregate stay in any one housing unit for ALL guests is a total of (8) weeks in a calendar year. You are responsible for the behavior of your guests, and for ensuring that your guests observe any applicable building security and access policies and any applicable building rules and regulations.
- I. Locks and Keys** Strict key control is essential to the security of a building. Improper usage of keys/locks (e.g., unauthorized key duplication or lock installation; improper key distribution; failure to return backup keys; improper usage/misuse of backup keys, etc.) may endanger yourself or others. You may not install or use additional locks or any other security device in your housing unit. You may not duplicate, lend, or issue keys or access devices to any other individual. You will be responsible for the costs of any for lock changes and key replacements.
- J. Compliance with laws and house rules** You must comply with all City, State, or Federal regulations, laws, or statutes. Residents of Southtown (Roosevelt Island) and any other WCM property with additional house rules must abide by those rules, which may be amended from time to time.
- K. Pets.** Service animals (as defined by the Americans with Disabilities Act) are permitted in WCM housing. Emotional support animals are permitted only after they are approved by the Office of Civil Rights as a reasonable accommodation for a disability. All other pets or animals are prohibited in WCM housing, except at Southtown, Riverwalk, and Sutton Terrace. Residents of Southtown and Riverwalk may apply to the Housing Office to keep a pet. Residents of Sutton Terrace may apply to the Sutton Terrace management office to keep a pet.
- L. Renovation and Maintenance** You may not refuse to accommodate or interfere with renovations, repairs, or other projects.
- M. Routine Apartment Maintenance** You must initiate routine room or apartment maintenance and repairs through the service request process. Information on the service request process is available at the Housing Office [Maintenance Request and Lost Keys](#) mainpage. Submitting a service request authorizes building personnel to enter your housing unit in order to complete service or repairs.
- N. Soliciting** Soliciting and/or canvassing by outside organizations and individuals is prohibited.
- O. Use of Premises; Conduct of Business.** Your housing unit may be used only for residential purposes. Residents are prohibited from operating a business from housing unit, or from using the housing unit as a business address.
- P. Trash Removal** You are responsible for disposing of trash in the proper building receptacles and for following all recycling guidelines. Failure to do so may result in your receiving NYC Sanitation Department fines or assessments.
- Q. Windows** You may not remove window guards or stoppers. You must inform WCM Housing if guards/stoppers are missing, broken, or not working properly. You may not throw out or hang objects from windows, ledges, or roofs, nor place objects on ledges or windowsills. You are prohibited from cleaning outside window surfaces.

- R. P. Smoking** Smoking is prohibited within your housing unit or within any WCM building, as per [Cornell University Policy 8.7](#). Smoking is also prohibited in any student housing that is leased by WCM.

You will be liable for any loss or damage to the housing unit and its furnishings or to any other property owned, controlled, or leased by WCM that you, your Secondary Residents (if any), or your guests or invitees cause. Damage or loss must be reported promptly to the Housing Office. For shared housing, when it cannot be determined which Primary Resident is responsible for damage or loss, the cost/repair of replacement may be charged equally to all Primary Residents residing in the damaged housing unit.

Neither WCM nor its employees shall not liable, directly, or indirectly, for any loss of or damage to any personal property brought into the housing unit, whether or not caused by WCM negligence. You are strongly encouraged to insure your own personal property.

In the event of a court determination of any University liability to you in connection with this Housing License, the aggregate amount of damages to be paid by the University shall not exceed the sum you paid under this Housing License as of the date of such determination.

## **XI. Subordination and Attornment**

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

## **XI. Miscellaneous**

- A. Execution of the Housing License is not a commitment of your admission to or continued enrollment in or employment by the University.
- B. Any waiver by the University of its rights under this Housing License shall not be deemed a continuing waiver.
- C. If any provision of this Housing License shall be found to be invalid, the remaining provisions hereof shall continue in full force and effect.
- D. This Housing License represents the complete agreement between you and the University regarding your University 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 the University in each instance.
- E. The Housing License 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 and state courts in New York County, New York State, for the resolution of any disputes arising under the Housing License.
- F. You agree to not interpose any counterclaim in any summary proceeding, but shall retain the right to institute any independent action.
- G. In any action, suit, or proceeding in any jurisdiction arising out of or relating to this Housing License, you and the University each knowingly and intentionally, to the greatest extent permitted by applicable law, irrevocably and expressly waive forever trial by jury.

## **XII. Provisions Applicable to Residents Assigned to WCM Housing at 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.
- B. At the option of RIOCI, in the event of a termination of the Lease between WCM and RIOCI, you will attorn to, or enter into an agreement with RIOCI on identical terms to WCM's Housing License Agreement. No Housing Fees shall be paid more than one month in advance.