

## **Weill Cornell Medical College Housing Terms and Conditions of Housing License Agreement**

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

### **II. Agreement Period**

#### **A. Initiation of the Agreement**

An Agreement, when signed, is binding until such time when the resident is no longer eligible, or the Agreement is otherwise terminated. Failure to execute the 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 WCM. 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 WCM:** WCM 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 Agreement or permitting any part of the accommodations 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 WCM 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 Agreement. Allowing unauthorized occupancy in any WCM Housing property may, at the sole discretion of WCM, result in fines or termination of the Agreement.

#### **C. Termination**

- 1. By WCM:** WCM reserves the right to revoke this 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 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 WCM policies.
- c) If a resident fails to pay required housing fees.
- d) If a resident fails to abide by the Terms and Conditions of the Agreement or any WCM housing policy.
- e) If WCM determines that continued occupancy by the resident will constitute a health or safety problem.

Should the Agreement be terminated by WCM, it is expected the resident(s) will vacate within three (3) days commencing from when said notice is issued.

2. **By the Resident:** All residents who withdraw, graduate, take a leave, terminate full-time employment, or are otherwise separated from WCM 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 WCM housing during the Agreement period without a written release from the Housing Office will continue to be liable for all housing fees.

### III. Housing Payments

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 the balance in full by the date established by WCM. Unpaid balances are subject to late fees. Failure to meet monthly payments may result in a termination of the Agreement.

**B. 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. Failure to make timely payments may result in the termination of the 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.

Housing fees are subject to an annual increase, typically in effect on July 1. WCM reserves the right to stratify increases based on room type, rate type, location, or any variable WCM deems appropriate and to adjust housing charges before or during the term of the Agreement without prior notification. Housing charges, credits, and refunds are prorated by WCM in accordance with the published schedule now in effect or hereafter.

### IV. Conditions of Occupancy

The rules, regulations, and policies of WCM and the Housing Office now in effect or hereafter enacted are made a part of the Agreement; occupancy implies acceptance of the rules and regulations. Restrictions on occupancy levels exist, and eligibility of secondary residents is subject to the Policy on Family Housing, the Housing License Agreement, and all WCM policies. Occupancy as a Secondary Resident, as authorized by the Housing Office, is based solely upon the Secondary Resident's relationship to the Primary Resident. A Secondary Resident has no independent right of occupancy, and a Secondary Resident's occupancy shall terminate immediately upon the termination of the Primary Resident's Agreement or upon the termination of Secondary Resident's relationship to the primary resident, whichever occurs first.

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 WCM policy, the primary resident is responsible for said individuals, including, but not limited to, providing proper

supervision, controlling noise levels, reimbursing for damages, and assuring that all WCM 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 Agreement must be on file or executed. Each resident will receive appropriate keys. Only permanent residents, as approved by the Housing Office, are authorized to possess keys; keys may not be duplicated. Upon check-in, it is the responsibility of the resident to notify the Housing Office immediately of any maintenance or housekeeping problems.

If specific utilities are not included in the monthly license fee, it is the responsibility of the resident to contact appropriate utility and service vendors for necessary hook-up/installation. The resident is liable for all costs in connection with the installation and operation of all utilities, including, but not limited to, telephone, electricity (when applicable), and cable television. The Housing Office is not responsible for damage to existing service hardware (e.g., telephone lines, cables, etc.).

#### **B. 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 WCM 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 (i.e., room, apartment, floor, building) during the Agreement period.

#### **C. Inspection Allowances**

WCM reserves the right to inspect rooms or apartments at any time, for reasons such as but not limited to an emergency, sanitation, and life safety concerns, to make and inspect for repairs, furnishings, inventory, pets, and unauthorized occupants. With the exception of an emergency as determined by WCM, inspections will be made at reasonable times, with advance notice.

#### **D. Responsibilities for Room and Apartment Care**

Each resident is responsible for cleaning their room or apartment. This includes regularly removing waste materials, maintaining satisfactory sanitation and fire safety standards, and promptly reporting needed repairs. Each apartment and suite must, at all times, be maintained in a move-in-ready condition and be free and clear of clutter. WCM reserves the right to assess cleaning charges at any time. Residents must refrain from defacing walls or floors. Mounting adhesive products that will not destroy 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.

#### **E. Responsibilities for Furnishings**

It is prohibited for residents to remove WCM furnishings from any room, apartment, or building, and such action will be subject to prosecution under applicable law, fines as well as WCM disciplinary action. Residents may not dismantle, paint, replace, remove, or in any way deface furnishings, fixtures, or doors. All furnishings supplied by WCM must be in the assigned unit at check out. Fees for missing furniture will be assessed at the replacement cost in effect.

#### **F. 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 (30 days) 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 billed for damages.

2. **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 the apartment/room is 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 lock changes and key/FOB replacements will be billed to the resident at the then-current rate.
3. **Vacating Cleaning/Damages:** At check-out, the room/apartment must be left in a broom-clean condition, and rubbish and all personal items must be removed. Additional charges for cleaning and removal of personal property and/or loss and 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 occupants residing in the apartment during the term of the agreement unless it is agreed by all such primary occupants that said damages are to be assigned to a specific individual(s). WCM is not responsible for any personal property left in an apartment/room beyond the official check-out date as defined in Section F Item 2 and may dispose of any such property.
4. **Failure to Vacate:** In the event a resident fails to vacate as required by this Agreement, resident will be liable for any and all damages and costs (including attorney's fees) due to such failure to vacate. In addition, WCM reserves the right to impose administrative fines and take any other action.

## V. Restrictions

### A. Alterations/Repairs to Existing Facilities

Residents cannot make alternations to their living space 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 repair. Although painting by the resident is not encouraged, units must be returned to their original color and finish and condition at check-out. 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 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 the resident's expense. Residents are responsible for replacing smoke detector batteries and maintaining the detector in good working order. Malfunctions (other than battery replacements) 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. Deliveries/Service Calls

Residents must be present to receive deliveries or service calls and must personally escort delivery personnel to and from an apartment if item(s) are to be delivered "door to door." Housing staff cannot provide access to apartments or permit the transfer of keys to outside service people. WCM is not responsible for delivered items. The delivery of perishable food is subject to certain restrictions.

### D. Disruptions/Disturbances

Residents are prohibited from creating any disruptions or disturbances that interfere with other occupants or the operation of the building. It is the responsibility of occupants to initiate communication and address concerns regarding disruptions/disturbances directly with the individuals creating the disruption/disturbance.

### E. Flammable Materials/Firearms

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

## **F. Food Preparation**

Cooking is prohibited in any area within WCM Housing, except in kitchens that are specifically designed for such use. Any non-conforming food preparation appliance will be confiscated.

## **G. Guests**

Residents are responsible for the behavior of their guests. Guests must be registered, possess photo identification, and be accompanied by their host at all times. 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 be approved by WCM Housing. Guests may not stay for longer than fourteen (14) consecutive nights. The maximum aggregate stay for ALL guests is a total of (8) weeks in a calendar year. The approval and admittance of guests are subject to WCM and Housing Office policies. Residents harboring unauthorized guests are subject to administrative fines and possible removal from WCM Housing.

## **H. Locks and Keys**

Strict key control is essential to the security of a building. Fines and possible disciplinary action will be initiated for improper usage of keys/locks (e.g., unauthorized key duplication or lock installation; improper key distribution; failure to return backup key; improper usage/misuse of backup 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.

## **I. Other Regulations**

Residents may not participate in any actions that are inconsistent with City, State, or Federal regulations, laws, or statutes. Residents of Southtown (Roosevelt Island) and any other WCM property with house rules will abide by those rules, 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.

## **J. Pets**

The harboring of any unauthorized pet in WCM housing is prohibited. If an unauthorized pet has not been removed from the premises within two (2) days of receipt of notice from WCM, the Agreement may be terminated. In addition, violators may be subject to a fine of \$500.

## **K. Renovation and Maintenance Projects**

Residents may not refuse or interfere with renovations, repairs, or other projects. WCM 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.

## **L. Routine Apartment Maintenance**

Residents must initiate routine apartment maintenance repairs through the service request process. Maintenance cannot be scheduled with individual occupants. Submitting a service request authorizes building personnel to enter an occupant's room/apartment in order to complete service or repairs.

## **M. 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.

## **N. Trash Removal**

Residents are responsible for placing trash in the proper building receptacles and for following all recycling guidelines. Failure to do so may result in occupants receiving NYC Sanitation Department fines or assessments.

## **O. Windows**

Apartment occupants 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 occupant to inform WCM Housing 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.

#### **P. Smoking**

Smoking is prohibited in all student housing that is leased or owned by WCM, and WCM reserves the right to apply this restriction to non-student properties at any time. Violators are subject to a \$500 fine and other judicial sanctions.

### **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, WCM 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**

WCM or its employees shall not be liable, directly or indirectly, for any loss of or damage to any article of personal property anywhere on the premises, whether or not caused by WCM negligence.

### **VII. Security Deposit (Academic Staff Housing)**

The Resident shall deposit with WCM simultaneously herewith the sum of one-month occupancy payment (the "Security Deposit") in cash as security for the full and timely performance by Resident of its obligations under this Agreement. If the Resident defaults beyond any applicable notice and grace period in the performance of any of the terms of this Agreement, including the payment of occupancy fees, WCM may use, apply, or retain the whole or any part of the Security Deposit to the extent required for the payment of any housing payments or for application to any other obligations of the 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 WCM may be reasonably required to expend by reason of the Resident's default. In the case of every such use, application, or retention, the Resident shall, on demand, pay to WCM 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 the 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 the Resident or their successors or assigns, any security deposited with WCM pursuant to this Article VII shall be deemed to be applied first to the payment of any occupancy fees and/or other charges due to WCM for all periods prior to the institution of such proceedings and the balance, if any, of such security deposited with WCM may be retained by WCM in partial liquidation of damages. If the Resident shall fully comply with all of the terms of this Agreement, the Security Deposit shall be returned after the termination of this Agreement and delivery of exclusive possession of the housing unit to WCM provided the Resident has fully completed and filed all required check out forms to include but not be limited to providing to WCM Housing a valid address which to return the Security Deposit. The Security Deposit shall be held in a segregated interest-bearing money market account.

### **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. Miscellaneous Provisions Applicable to Residents Assigned to WCM Housing at Roosevelt Island**

**A.** If the Resident receives an Income Certification Questionnaire when required by the Roosevelt Island Operating Corporation of the State of New York (RIOCI), the Resident agrees 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, the Resident will attorn to, or enter into an agreement with RIOCI on identical terms to WCM's Housing

License Agreement. No occupancy payments shall be paid more than one month in advance, excluding security and other deposits required.