

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 the Weill Medical College and Graduate School of Medical Sciences of Cornell University (jointly hereto referred to as WCMC), a person must be a currently registered full-time degree candidate or associated with WCMC as a eligible postdoctoral associate or fellow (postdoctoral trainee), eligible student, eligible faculty, eligible visiting graduate assistant, or other affiliate approved by WCMC. Eligibility is contingent on enrollment or full-time or employment and WCMC housing must be the primary residence. Any change in status must be reported in writing to the WCMC Housing Office immediately. Ineligibility for WCMC housing may result in termination of this Housing License Agreement at the discretion of the WCMC and immediate termination of the occupancy of the apartment. The WCMC Housing Office reserves the right to remove any unauthorized resident from WCMC 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 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 WCMC. 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 WCMC:** WCMC 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 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 WCMC Housing web site) 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. Allowing unauthorized occupancy in any WCMC Housing property may at the sole discretion of WCMC, result in administrative fines.

C. TERMINATION

1. **BY WCMC:** WCMC 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 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 WCMC policy.
- c. If a resident fails to pay required housing fees.
- d. If a resident fails to abide by the Terms and Conditions of the Housing License Agreement or any WCMC housing policy.
- e. If WCMC determines that continued occupancy by the resident will constitute a health or safety problem.

Should the Housing License Agreement be terminated by WCMC 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 separate from WCMC 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 WCMC 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 WCMC are required 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 WCMC Cashier's Office. Failure to meet monthly payments may result in an individual's loss of this billing option and termination of the Housing License Agreement.

B. TERM BASIS: Residents paying for housing on a term basis are required to submit payment 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 WCMC WILL NOT BE ALLOWED TO REGISTER or re-register, receive a transcript, have academic credits or attendance 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 July 1. The annual increase across the three rate tiers defined as Student, Post Doc and Faculty has historically been not less than an aggregate of 5%. WCMC reserves the right

to apply different rates to each tier. WCMC reserves the right to adjust housing charges before or during the term of the Housing License Agreement. Housing charges, credits, and refunds are prorated by the quarters of the month as determined by cutoff dates established by the Housing Office.

IV. CONDITIONS OF OCCUPANCY

The rules, regulations and policies of WCMC and the Housing Office now in effect or hereafter enacted are made a part of the Housing License 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 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 WCMC 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 WCMC 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. 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 WCMC 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 (i.e. room, apartment, floor, bldg.) during the Agreement period.

C. INSPECTION ALLOWANCES

WCMC reserves the right to inspect rooms or apartments in an emergency or for reasons such as but not limited to sanitation and life safety concerns, to make and inspect for repairs, furnishings, inventory, pets and unauthorized occupants. Inspections will be made at reasonable times with advance notice except when necessary or in emergency situations.

D. 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 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.

E. RESPONSIBILITIES FOR FURNISHINGS

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

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 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 must be labeled and returned directly to the Housing Office. The later of the date that the keys are received by the Housing Office 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 at the then current rate.

3. **HOUSING ID BADGES:** Residents agree to display valid ID badges to enter Housing buildings. Housing ID badges must be relinquished upon checkout. Failure to return ID badges may result in additional administrative charges.

4. **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 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). WCMC is not responsible for any personal or other property left in an apartment/room beyond the official check-out date as defined in Section F Item 2 has and may dispose of any such property as it sees fit.

5. **FAILURE TO VACATE:** In the event any resident fails to vacate as required by this Agreement, such resident(s) will be liable for any and all damages and costs (including attorney's fees) due to such failure to vacate. In addition, WCMC reserves the right to impose administrative fines and take any other action.

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, carpet installation or removal, elimination or change of existing structure (e.g., doors, walls, cabinets) or any mechanical or other 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, 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 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, permit the transfer of keys to outside service people or take responsibility for delivered items.

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 material is prohibited.

F. FOOD PREPARATION

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

G. GUESTS

All guests must register. Residents must sign in any overnight guest however, no overnight guest may occupy WCMC housing for more than seven (7) consecutive nights without registering as a long term guest and receiving prior written approval from the WCMC 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 and all other WCMC rules and regulations. Residents harboring unauthorized guests are subject to administrative fines and possible removal from WCMC Housing.

I. 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.

J. 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 WCMC 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.

K. PETS

The keeping or presence of any pets in WCMC housing, except WCMC housing located on Roosevelt Island, is PROHIBITED. Violators will be subject to a fine 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. Residents in WCMC Housing on Roosevelt Island (Southtown) must adhere to the house rules regarding pets.

L. RENOVATION AND MAINTENANCE PROJECTS

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

M. ROUTINE APARTMENT MAINTENANCE

Residents initiate routine apartment maintenance repairs through the service request process. Service request forms are available at the Housing Office and the Lasdon and Olin Desks for this purpose. Routine apartment 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.

N. 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.

O. 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 occupants receiving NYC Sanitation Department fines or assessments by the Housing Office.

P. 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 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.

Q. SMOKING

Smoking is prohibited in Olin Hall and Lasdon House including but not limited to resident rooms, apartments, stairwells, lobby areas, laundry rooms, hallways, terraces, roof tops, elevators and other public and private areas. WCMC reserves the right to apply this restriction to other WCMC residential property 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, WCMC 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

WCMC 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 WCMC negligence. Personal and other property of residents is not covered by WCMC insurance. Residents are urged to carry their own insurance protection against loss or damage of their property.

VII. SECURITY DEPOSIT (Faulty and Staff Housing)

Resident] shall deposit with WCMC simultaneously herewith the sum of [one/two months' occupancy payments] (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 occupancy fees, WCMC 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 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 WCMC 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 WCMC 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 WCMC pursuant to this Article VII shall be deemed to be applied first to the payment of any occupancy fees and/or other charges due WCMC for all periods prior to the institution of such proceedings and the balance, if any, of such security deposited with WCMC may be retained by WCMC in partial liquidation of WCMC's damages. If Resident shall fully comply with all of the terms of this Agreement, the Security Deposit shall be returned to Resident within 10 days after the termination of this Agreement and delivery of exclusive possession of the housing unit to WCMC provided Resident has fully completed and filed all required check out forms to include but not be limited to providing to WCMC 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 Resident annually

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 WCMC HOUSING AT ROOSEVELT ISLAND

A. If Resident receives an *Income Certification Questionnaire* when required by the Roosevelt Island Operating Corporation of the State of New York (RIOIC); resident agrees to submit the questionnaire as instructed.

B. At the option of RIOIC, in the event of a termination of the Lease between WCMC and RIOIC, Resident will attorn to, or enter into an agreement with RIOIC on identical terms to WCMC's Housing License Agreement. No occupancy payments shall be paid more than one month in advance excluding security and other deposits required.

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