

RESIDENCE HALL LICENSE AGREEMENT Hunter College (CUNY) - Office of Residence Life
Occupancy Period: Fall 2020– Spring 2021 (Entire Academic Year)

This is a legal License Agreement (“License Agreement”) between the undersigned student (“Student”) and (if required) his/her/their parent, guardian, or guarantor, and Hunter College of the City University of New York (“Hunter”), on behalf of its Office of Residence Life (“Office of Residence Life”). In consideration for use of a room or apartment at one of Hunter’s Residence Halls (“Residence Halls”), Student agrees to abide by the following terms and conditions:

1. ELIGIBILITY

1.1 Student acknowledges that, to be eligible to live in a Residence Hall room or apartment, Student must: (i) be registered as a full-time student at Hunter, (ii) complete no fewer than 12 credits per semester in residence and (iii) maintain a cumulative GPA of 2.0 or above throughout the occupancy period.

1.2 Student agrees that if Student ceases to meet any one or more of the eligibility requirements as set forth in Section 1.1 hereof, Student shall immediately notify the Director of Residence Life. If Student anticipates ceasing to meet any one or more of the eligibility requirements as set forth in Section 1.1, then such Student shall notify the Director of Residential Life no later than thirty (30) days prior to commencement of the residency. In such an event, or if Hunter otherwise becomes aware of Student’s failure to meet the eligibility requirements set forth in Section 1.1, then Hunter shall have the right to terminate this License Agreement immediately and Student shall vacate the Residence Hall room or apartment within 48 hours of written notification of such termination. Hunter may hold Student responsible for all fees due under this License Agreement had it not been terminated.

1.3 Student agrees that if Student has made any false material statement in Student’s application for housing or withheld information that would alter an eligibility determination, then in accordance with Section 4, Hunter shall have the right to terminate this License Agreement immediately and Student shall vacate the Residence Hall room or apartment within 48 hours of written notification of such termination. Hunter may hold Student responsible for all fees due under this License Agreement had it not been terminated.

2. ROOM OR APARTMENT ASSIGNMENT

2.1 Hunter shall provide Student with a room or apartment in a Residence Hall, but does not guarantee assignment to a particular building, room or apartment or type of accommodation.

2.2 Student agrees not to change his/her/their room or apartment assignment without the approval of the Office of Residence Life. Requests for room or apartment changes must be filed with the Office of Residence Life. Transfer from one room to another shall be solely at the discretion of Hunter and shall be predicated upon the space available, the date and time of the request, and the reason for the requested transfer. No more than one room or apartment change request will be permitted during the term of this License Agreement.

2.3 The Office of Residence Life reserves the right to change or cancel assignments in the interests of health, safety or discipline.

- 2.4 Student shall not occupy nor reside in any space other than Student's assigned room or apartment except that Student may have customary use of the common areas.
- 2.5 Reassignment to another room or apartment due to renovation, or for any other reason, shall not be grounds for release from this License Agreement, for moving expenses, or for any other relief.

3. LICENSE TERM AND FEES

- 3.1 Student acknowledges and agrees that Student is accepting an assignment to a room or apartment at the Residence Hall for the entire Fall 2020 - Spring 2021 academic year, or that portion of the academic year remaining after this License Agreement is signed (the "License Term"), and agrees to pay Hunter for fees as set forth in Student's letter of acceptance for this License Agreement period. Room fees are listed on the Living@Hunter website.
- 3.2 Payment due dates and payment options for apartment fees and the Bursar's policies on payment of late fees are listed on the Bursar's website and are incorporated herein by reference: <http://www.hunter.cuny.edu/onestop/finances/bursar/information-deadlines>.
- 3.3 License fees (dorm fees), penalties for failure to pay fees, charges for losses, damages, and other costs incurred by Student and not otherwise covered under this License Agreement will be charged to Student's account.
- 3.4 If Student fails to occupy an assigned room or apartment after signing this License Agreement for any reason, including termination by Hunter, Student shall not be relieved of the responsibility to fulfill all License Agreement terms and financial obligations.
- 3.5 If Student is an Honors College or Residence Hall Scholar student and does not occupy the room or apartment for all or part of the License Term, Student may be required to reimburse the scholarship provider for payments made to cover the cost of the assigned room or apartment.

4. TERMINATION BY HUNTER AND APPEAL FOR RELEASE FROM LICENSE AGREEMENT BY STUDENT

- 4.1 Hunter may terminate this License Agreement and Student's license to use a room for one or more of the following reasons: (i) because of nonpayment of fees and/or other charges due hereunder (including pursuant to Section 7 below), (ii) as provided in Sections 1.2, 1.3, and 3.4 above, (iii) because of a violation or breach of this License Agreement, (iv) as a result of disciplinary action or (v) due to Student's withdrawal from Hunter, regardless of basis, whether official or unofficial, voluntary or involuntary.
- 4.2 On the expiration date or earlier termination of this License Agreement, Student's right to use and occupy the Residence Hall room or apartment shall automatically terminate and Student shall surrender same, together with the furnishings and equipment provided therein within 48 hours, (unless special permission in writing has been obtained from the Office of Residence Life) in substantially the same condition as received by Student (except reasonable wear and tear) including removal of any and all personal property and completion of all repairs required to meet

such condition, which shall be performed in accordance with Section 7. If Student fails to timely deliver the Residence Hall room or apartment to Hunter in the required condition, then Hunter shall have all the rights and remedies set forth under this License Agreement including, without limitation, under Section 16, as well as at law and in equity.

- 4.3** If Student fails to timely vacate, Hunter shall have the right, whether or not the term of this License Agreement expired or had been earlier terminated pursuant to Section 16 hereof, to enter and repossess the Residence Hall room or apartment or any part thereof by changing the locks, by force, legal proceedings or otherwise, and may remove Student and all other persons and any and all personal property therefrom. The words “re-enter”, “re-entry”, and “re-entering” used in this License Agreement are not restricted to their technical legal meanings, and include peaceful self-help. Student acknowledges that no prior or subsequent court order or court process shall be necessary in connection with Hunter’s use of self-help to re-enter the Residence Hall room or apartment.
- 4.4** If Student fails to make any repairs required to timely surrender the Residence Hall room or apartment in the condition required under this Section 4.2, Hunter shall have the right, but not the obligation, to undertake to perform such repairs.
- 4.5** If Student fails to timely remove any of Student’s personal property as required under Section 4.2, then Hunter may collect and bag all of such personal property and tag such bag(s) with Student’s name and ultimately remove it to a location as Hunter sees fit for storage, of which Hunter will notify Student. Student will have a period of ten (10) calendar days, following the date on which Hunter notified Student, to retrieve personal property from the specified location. If Student fails to collect Student’s personal property from the location within such ten (10) calendar day period, Hunter shall have the right to dispose of Student’s personal property as Hunter sees fit.
- 4.6** Student shall pay to Hunter, and be liable for, the cost of Hunter’s re-entry, repair, and removal, bagging and disposition of Student’s personal property.
- 4.7** Any actions taken by Hunter in connection with this Section 4 shall be without liability to Student or any obligation to account to Student, including as provided in Sections 15 and 16.
- 4.8** Student’s obligations under this Section 4.2 shall survive expiration or earlier termination of this License Agreement.
- 4.9** Student may request to be released from this License Agreement by submitting an Appeal for Release to the Office of Resident Life. Student acknowledges and agrees that Hunter is NOT required to release Student from this License Agreement. If Student submits an Appeal for Release to the Office of Residence Life (together with supporting documentation evidencing the circumstances for the release request), Hunter may either (i) deny Student’s Appeal for Release or (ii) approve a Conditional Release from this License Agreement if, in its sole discretion, Hunter determines that Student has established extenuating circumstances justifying a release. Any

release that is approved will be conditional on the ability of Hunter to find a suitable replacement. If Student's Appeal for Release is conditionally approved, Student will remain responsible for all financial obligations under this License Agreement for the entire License Term unless Student is notified by the Office of Residence Life that a suitable replacement has been found and Student's financial obligations will be adjusted and pro-rated.

5. NO ASSIGNMENT OF APARTMENT, ROOM OR LICENSE

Student shall not assign, sublet, subcontract, lease, share or otherwise transfer Student's room or rights and obligations under this License Agreement to any other person.

6. DAMAGES, LOSS AND ALTERATION TO THE RESIDENCE HALL

- 6.1** Student agrees to be responsible and liable for any and all damage or loss to Student's Residence Hall room or apartment and the furnishings and equipment provided therein and for any other damage or loss Student or Student's guests cause to any other part of the Residence Hall including common areas.
- 6.2** In the event Hunter cannot determine who caused damage or loss to public or common areas (including restrooms, lounges, study rooms, etc.), the costs attributable to such damage or loss shall be shared equally by the residents of the living area where the damage or loss occurred and Student agrees to pay Student's share of such charges.
- 6.3** Damages and losses must be reported promptly to a Resident Assistant or the Office of Residence Life. Repairs are made by Hunter's Facilities Department and may not be performed by residents.
- 6.4** Requests for alterations to equipment or furniture may be submitted for consideration to the Office of Residence Life. If the request is approved, the alterations will be made by Hunter's Facilities Department. Alterations to equipment or furniture cannot be performed by residents.
- 6.5** Student's obligations under this Section 6 shall survive the expiration or earlier termination of this License Agreement.

7. COMPLIANCE WITH POLICIES AND REGULATIONS AND PROHIBITED CONDUCT

- 7.1.** Student agrees to behave with proper regard and mutual respect for other students, residents, guests, Resident Assistants, custodians, and other Hunter personnel and their respective property and engage in conduct that demonstrates proper regard for the rights, property, and privileges of other residents within the framework of community living.
- 7.2.** Student agrees to observe all regulations, guidelines, policies and procedures of the Office of Residence Life, Hunter, CUNY, CUNY's Rules and Regulations for the Maintenance of Public Order, the policies and procedures outlined in the Living@Hunter handbook, and the terms and conditions of this License Agreement. Student agrees not to engage in conduct prohibited by any of the foregoing including:

- Non-compliance with COVID-19 related rules or regulations including social distancing;
- Unlawful possession, distribution, dispensation, manufacture, use or sale of drugs or controlled substances (including prescriptions drugs not intended for Student);
- Possession or consumption of alcohol anywhere within or on the grounds of the Residence Hall;
- Intoxication within or on the grounds of the Residence Hall;
- Smoking or vaping within or on the grounds of the Residence Hall. All smoking paraphernalia is prohibited including but not limited to vapes, juuls, bong, bowls, and joints;
- Participation in gambling activities within or on the grounds of the Residence Hall;
- Possession of dangerous instruments or chemicals including but not limited to firearms, ammunition, gunpowder, fireworks, air rifles, air pistols, and toys or fake weapons of similar appearance or nature;
- Possession of explosive or flammable substances or open flames;
- Activation of false alarms, interference with the proper functioning of the fire-alarm system; tampering with or removal of smoke or carbon monoxide detectors, fire hoses, extinguishers, or fire-fighting equipment; or hanging anything from sprinkler pipes or any part of the fire sprinkler system;
- Use of halogen bulbs, candles, incense or any other object or activity that produces flames or smoke within or on the grounds of the Residence Hall;
- Misuse, abuse, destruction, theft or removal of Residence Hall property (including but not limited to removing furniture or other Hunter property from Student's room and/or any other area within or on the grounds of the Residence Hall);
- Operation of a commercial enterprise of any kind within or on the grounds of the Residence Hall, on any Hunter device or computer or using Hunter's wired or wireless service;
- Having animals within or on the grounds of the Residence Hall other than service animals for students registered with the Office of Accessibility;
- Making holes in the walls, ceiling, doors or floor of Student's room or apartment or any area within or on the grounds of the Residence Hall, including but not limited to, hanging pictures, plants, lights or other items; and
- Painting the room, changing tiles, or altering the condition of the room in any way without the express written consent of the Office of Residence Life.

8. PROGRAMS AND FLOOR MEETINGS

Student must attend ten (10) mandatory workshops/programs (five in the Fall semester, five in the Spring semester) and all monthly floor meetings including, but not limited to, orientation (for new residents), fire safety workshops and Operation Enrichment.

9. NOTIFICATION & MAILBOX/E-MAIL ADDRESS REQUIREMENTS

Student will be notified of payment schedules, check-out dates and times, workshops/programs and floor meetings, and other information pertaining to this License Agreement via regularly scheduled meetings, emails to Student's Hunter e-mail address, and/or flyers and memoranda delivered to

Student's Residence Hall mailbox or posted throughout the Residence Hall. Student is responsible for reading all postings, emails and publications and is responsible for all the material contained in them.

10. CHECK-IN AND CHECK-OUT REQUIREMENTS

- 10.1.** Student must complete all Check-In forms including a Room Condition Form at the time of check-in.
- 10.2.** The Room Condition Form, when countersigned by a representative of the Office of Residence Life, is the basis for assessing any damage or loss attributed to Student at the end of the occupancy period. If Student fails to complete and return the Form, Student assumes responsibility for all damages in the room or apartment.
- 10.3.** When checking out, Student must remove all refuse and discarded material and leave the room or apartment as clean as it was upon check-in. Charges for additional cleaning required, removal of personal property, and for any loss or damage will be added to Student's account.
- 10.4.** Student must check out by the closing time specified by the Office of Residence Life. A penalty charge of \$150 per day will be assessed for every day or fraction thereof that Student remains in the Residence Hall past the closing time unless a written request for an exception has been received and approved by the Office of Residence Life.
- 10.5.** Check-out is not completed until the room or apartment is vacated and all keys are turned in to the Office of Residence Life.
- 10.6.** A \$50 improper check-out fee will be assessed for failure to turn in all keys and additional lock change charges may be incurred.

11. KEYS AND LOCK OUTS

- 11.1** Student may request that a staff member unlock the door to Student's room or apartment, at no charge. This service is provided as a courtesy to Students, however; excessive requests may result in charges for the service.
- 11.2** Student must report lost keys to the Office of Residence Life and file a report with Public Safety within 24 hours of the loss. Student will be charged for replacement lock core and key. Student may not duplicate residence hall room keys.

12. SECURITY AND SAFETY

- 12.1** Student shall be responsible for maintaining the security of Student's room or apartment.
- 12.2** Student may not alter or replace the room or apartment's locks or other security devices or install additional locks or other security devices. Keys must remain in Student's possession at all times.

- 12.3** Student and Student's guests are not permitted on the Residence Halls' roofs, ledges, or overhangs or to climb the exteriors of buildings.

13. RIGHT OF ENTRY

- 13.1.** Hunter reserves the right to enter Student's room or apartment without consent if a student's health or safety is at risk; if there is reasonable suspicion that a violation of a federal, New York State or New York City law or regulation, or a CUNY, Hunter or Office of Residence Life rule, regulation or policy, or a term or condition of this License Agreement has occurred or is occurring; in times of emergency; and as otherwise permitted by law.
- 13.2.** Hunter reserves the right to inspect Student's room or apartment to ensure proper maintenance of fire, sanitation and life-safety standards; take inventory; and conduct necessary maintenance and repairs to rooms and furnishings. Periodic health and safety inspections are made at reasonable times with advance notice, except in emergency situations.
- 13.3.** When Student requests maintenance or repair service it shall be assumed that Student has consented to entry of the room or apartment for such purpose unless otherwise indicated by Student.

14. REPOSSESSION OF ROOM OR APARTMENT BY HUNTER

Hunter reserves the right to repossess Student's room or apartment and the Residence Hall facilities in the event of an epidemic or other emergency.

15. PERSONAL PROPERTY; LIABILITY FOR LOSSES/DAMAGES/INJURY

- 15.1** Hunter is not responsible for the loss, theft, or damage to any personal property owned, operated, or possessed by Student, guest(s), parent(s), or family member(s) which may be held, located, or stored in any room or apartment or anywhere else on Hunter-owned or operated property. Student understands and expressly agrees to accept all risks of such losses or damages.
- 15.2** Student hereby agrees to assume all risks associated with the occupancy of a room or apartment and, for Student's self, heirs and personal representatives agrees to hold harmless, indemnify, release and forever discharge Hunter, The City University of New York, The Dormitory Authority of the State of New York, and The State of New York and any and all of their respective officers, directors/trustees, agents and employees (the "Releasees") from any and all claims, demands, actions, causes of actions, on account of loss or damage to personal property, or personal injury, including death, which may result from causes beyond the control and without the negligence of the Releasees during the term of this License Agreement.

16. REMEDIES FOR VIOLATIONS OF THIS LICENSE AGREEMENT

- 16.1** If Student breaches any of the terms and conditions of this License Agreement, then, in

addition to all actions as Hunter deems appropriate and/or other remedies available to Hunter including, but not limited to, placing a stop on Student's record (which will prevent Student from registering for classes, acquiring a transcript, and receiving a diploma or other college documentation), warning, censure, reprimand, probation, loss of privileges, restitution, fine, forfeiture of room fees and deposit, relocation within the Residence Hall, suspension or dismissal from the Residence Hall, referral for disciplinary action, referral for legal action, and/or referral for law enforcement action, Hunter shall have the right, at Hunter's sole option and election, to cancel Student's right to use the Residence Hall room or apartment hereunder and retain all payments previously made by Student. Student shall remain responsible for any and all Residence Hall charges that have been paid, billed and/or scheduled to be billed under the License Agreement.

- 16.2** All of Hunter's remedies contained in this License Agreement shall be cumulative and election by Hunter to take any one remedy shall not preclude Hunter from taking any other remedy not by its nature absolutely incompatible with any previously or contemporaneously elected remedy. Hunter may, at its option, apply any sums received from Student against any amounts due and payable by Student under this License Agreement in such manner as Hunter sees fit.
- 16.3** Except to the extent required by applicable statute or other law, Student expressly waives the service of any demand for any payment or for possession and the service of any notice of Hunter's election to terminate this License Agreement or to re-enter the Residence Hall room or apartment.
- 16.4** In the event of any termination pursuant to this License Agreement, this License Agreement shall be of no further force or effect thereupon and (i) Hunter shall have no further liability to Student under this License Agreement or duty to mitigate any damages arising under this License Agreement including, without limitation, the duty to relet the Residence Hall room or apartment, and (ii) Student shall remain liable for any unpaid amounts owing from Student to Hunter including for amounts not yet billed to Student to the extent Hunter has not relet the Residence Hall room or apartment and collected sums due and payable in connection therewith which are attributable to Student under the License Agreement had the License Agreement not been terminated.
- 16.5** If Student remains in occupancy of the Residence Hall room or apartment beyond the expiration or earlier termination date of this License Agreement, then Student shall remain liable for any and all charges that would have occurred had the License Agreement not been terminated for the period Student remains in occupancy, which amounts shall bear interest at the lesser of 18% or the highest rate permitted by law from the date due until paid.
- 16.6** Notwithstanding anything contained in this License Agreement to the contrary, if Student fails to make any payment or to comply with or perform any term, covenant or condition of this License Agreement to be complied with or performed by Student, Hunter may, but shall be under no obligation to, after notice of such failure to Student, make such payment or perform or cause to be performed such work, labor, services, acts or things, and take such other steps as Hunter may deem advisable, to comply with any such term, covenant or condition which is in default. Entry by Hunter upon the Residence Hall room or apartment for such purpose shall not waive or release Student from any obligation or default hereunder. Student shall reimburse Hunter for all sums so paid by Hunter and all costs and expenses incurred by Hunter in connection with the making of any payments, the performance of any

act or other steps taken by Hunter pursuant to this Section, upon demand. All sums so advanced shall bear interest at the lesser of 18% or the highest rate permitted by law from the date so expended until paid by Student.

16.7 Student’s obligations under this Section shall survive the expiration or earlier termination of this License Agreement.

17. AMENDMENT

This License Agreement may be amended as deemed necessary by Hunter, and such amendments become an integral part of this License Agreement. All changes in policy and procedure will be communicated to Student in writing and if necessary, Student will be asked to sign and return a copy of the amendment.

18. NOT A LEASE

Student understands that this License Agreement entitles Student to the use of the Residence Hall room or apartment assigned to Student by Hunter and the common areas. Student further understands that the room or apartment and common areas may be used only in ways described in this License Agreement and the Living at Hunter handbook and that this License Agreement is not to be construed as lease.

19. MISCELLANEOUS

If any term, covenant or condition of this License Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms, covenants and conditions of this License Agreement shall in no way be affected thereby.

Student’s Name (PRINT CLEARLY): _____

BY VIRTUE OF MY (OUR) SIGNATURE BELOW, I (WE) CERTIFY THAT I (WE) UNDERSTAND AND AGREE TO ABIDE BY ALL OF THE REQUIREMENTS, TERMS AND CONDITIONS CONTAINED IN THIS LICENSE AGREEMENT.

Signature: _____
(Student) (Date)

Signature: _____
(Parent or guardian, if student is under 18) (Date)