

1. License

This License is for dormitory use of an assigned space in a room or suite (the “room”) in any New York University (NYU) summer housing facility, including any facility that NYU may now or hereafter own, lease, or otherwise arrange to make available for summer housing. NYU shall select and may change at any time, in its sole discretion, the space to which you will be assigned and the furnishings, features, and other occupant(s) of the room. Roommate requests based upon race, color, religion, sexual orientation, physical characteristics, or national origin cannot be accepted.

2. License Period

Summer housing is available and licenses are issued for consecutive calendar weeks only, generally commencing at 9 am on any Sunday occurring between May 21, 2023, and July 2, 2023, and ending at 12 noon on any Saturday occurring between July 8, 2023 and August 12, 2023, or, for eligible residents, until 12 Noon on Thursday, August 17, 2023. Your actual dates of stay will be set forth in the confirmation email that you receive from the Office of Residential Life & Housing Services (RLHS). The minimum stay is seven consecutive weeks or longer depending upon your enrollment status unless otherwise arranged by your summer housing group and stipulated in your housing confirmation email. This License expires at the end of your License Period, unless it is canceled or terminated earlier as specified below. Your License Period cannot be shortened or extended without prior written approval of RLHS. You waive any right that you may have or acquire to remain in the assigned space beyond the end of the License Period.

3. Eligibility

(A) You must remain an NYU student for your entire License Period or otherwise meet the eligibility requirements set by RLHS, and (B) You must be at least 18 years of age at the time your reservation begins or, if you are registered and actively participating in a University academic program that has secured a housing reservation on behalf of its participants, be at least 15 years of age by the time your reservation begins.

4. Cancellation of License

(A) This License binds you for the entire License Period unless RLHS receives and approves your written request to cancel this License or to shorten the License Period. Cancellations of all or part of the License Period are subject to a cancellation fee. The cancellation fee is in accordance with the written fee schedule available on the 2023 Summer Housing Website and is determined by RLHS based upon the date that RLHS receives written notification of your cancellation. (B) If you do not check in within one (1) week after the date upon which your License Period is scheduled to begin and you have not given prior written notice of your late arrival to RLHS, your housing reservation and License will be canceled and a cancellation fee will be imposed. (C) If you vacate your room prior to the end of the License Period without submitting and receiving approval of a date change request from RLHS and checking out and returning your keys at your residence hall resource center, your housing charges will not be adjusted or refunded.

5. Termination of License

NYU reserves the right at any time, in its sole discretion, to terminate this License, to suspend you from student housing, to postpone or cancel the assignment of any space or room, or to postpone the commencement of the License Period (A) if you fail to pay any sum due under this License when due, violate any other term of this License Agreement, cease to be eligible for summer housing, or fail to occupy or improperly vacate the assigned space; (B) if the assigned space is unavailable for dormitory use or unusable due to any damage, construction, renovation, or repair; (C) if you violate any term of this License or the policies, rules and regulations of NYU (see section 8) including any applicable conduct code; or (D) for any other reason that NYU, in its sole discretion, deems to be good cause including on account of a health or safety emergency such as COVID-19. Upon termination of this License or suspension from student housing you are required to immediately vacate the assigned space. In the event this License is terminated or you are suspended from student housing, NYU may take any and all action (including the commencement of litigation) to remove you from the assigned space. If this License is terminated because of your failure fully to perform any of your obligations under this License, you will continue to be responsible for all fees due under or as a consequence of this License for the entire original License Period. In addition to NYU’s right to terminate your License, NYU reserves the right at any time, in its sole discretion, to require that you vacate or relocate from your assigned space, either permanently or temporarily, including in connection with a health or safety emergency such as COVID-19 including to isolate or to quarantine or otherwise.

6. Fees and Payments

If you are responsible for your own housing charges, you must submit a \$500 reservation payment with your application with all remaining charges due and payable by you to NYU on or before the date stated in an invoice that will be sent to you by NYU. All other charges due under or as a consequence of this License (including, without being limited to, all applicable meal plan charges) must be received by the due dates specified in the bills and statements that you will receive from NYU, or NYU may terminate this License, withhold registration and academic records, and hold you responsible for all costs, including collection agency and legal fees, incurred by NYU in collecting past-due payments owed under this License.

7. Occupancy and Use

(A) You alone must occupy your assigned space during the License Period. (B) Any vacant space in the room may be filled by RLHS without prior notice to you. You shall not interfere with any new occupant’s use or enjoyment of the space or room. (C) You may not transfer or assign any rights you may have under this License to any other person; any attempt to do so shall be null and void. (D) You shall use the room only for dormitory purposes and shall not permit any other person to use the room for any purpose without RLHS prior written approval.

8. Regulations and Policies

You agree to review and abide by all policies and regulations of NYU and RLHS that are or shall become effective during the License Period including rules, procedures and guidance adopted in connection with COVID-19 or other health or safety emergency including those related to isolation, quarantine, testing and those adopted in accordance with New York State mandates and guidance. These policies and regulations are included on the 2023 NYU Summer Housing Website, NYU Residential Life Handbook, Student Conduct Policy, and other publications either distributed by and available at RLHS or available on the NYU website at <https://www.nyu.edu/students/conduct>. If you violate any such policy or regulation, you will be subject to disciplinary action and/or termination of this License without refund by NYU, in its sole discretion. All meal plans are subject to Dining Services policies, procedures, and service schedules; violators will be subject to disciplinary action and/or termination of the meal plan without refund by NYU, in its sole discretion. You acknowledge that NYU and RLHS may amend any rules, regulations, policies or procedures currently in place and you agree to abide by any such amended rules, regulations, policies and procedures.

9. Meal Plans

(A) If you are assigned to Brittany, Founders, Lipton, Othmer, Rubin, Weinstein, or 181 Mercer Hall, you are required to maintain a meal plan during the License Period. (B) Meal plans are not transferable to any other person. (C) Meal plans cannot be canceled, whether used or not, unless this License is canceled or terminated by NYU or unless you submit a request (apartment-style residents only) to RLHS. Meal plan cancellations/changes are not retroactive.

10. Access

NYU reserves the right, at any time and for any reason, in its sole discretion, to enter the room without prior notice to you to make repairs; to inspect for compliance with health, fire, or building codes or with NYU policies or regulations; or because of any situation that NYU, in its sole discretion, deems to be a danger to health, safety, or property.

11. Personal Property

NYU shall not be liable or otherwise responsible in any way for any loss of or damage to your personal property, whatever the cause of such loss or damage and it is recommended that you carry property/renters/contents insurance. Use of the laundry room or any other facility outside of your assigned space is at your sole risk or the sole risk of your guest(s) while using such facilities. Any personal property left in your space after you vacate may be disposed of by NYU, and you will be charged for removal of that property or otherwise responsible for organizing its return and paying any cost associated therewith.

12. Condition Of Premises

(A) You shall maintain the room in a clean, safe, and undamaged condition at all times. You will not permit noise or odors to emanate from the assigned space in such a way as to unreasonably disturb other residents, including those sharing a room/suite. You shall not store food so as to cause the infestation of the assigned space. You and any other persons assigned to the room shall be jointly responsible for cleaning and maintaining any kitchens, bathrooms, or other common areas. (B) You shall not alter the room or any furnishings therein in any way without RLHS prior written consent. (C) When you vacate your assigned space, you shall remove all your personal property and leave the room and any furnishings clean and in the same condition they were in when you commenced occupancy, ordinary wear and tear excepted. You agree that NYU may promptly dispose of any personal property left in the room after the end of the License Period. NYU will assess cleaning, repair, and disposal charges equally among all those assigned to the room, unless individual responsibility is established before departure. (D) Charges for damage to any public areas or furnishings in a housing facility may be assessed, in NYU’s sole discretion, against any or all of those assigned to the floor or the entire facility.

13. Vacate Procedures

You shall vacate your assigned space, and officially check out and return all keys, by the end of the License Period (or immediately upon cancellation or termination of this License or other directive to vacate on account of a health or safety emergency). If you do not officially check out and/or return your keys, and/or vacate the space by that date, NYU reserves the right to change the locks for the room and not to allow you to enter the room or the facility in which it is located. You shall also be responsible for all costs and direct or indirect damages suffered by NYU in connection with your failure to check out and timely vacate, including, without being limited to, the cost of accommodations for each person who would otherwise have occupied the assigned space, as well as use and occupancy charges at the market rate for your assigned space, and all legal and other expenses incurred by NYU in connection with removing you from the space.

14. Group Participant Information Sharing

If your housing reservation has been arranged by an organization or you are otherwise affiliated with an organization for whom NYU provides housing, whether NYU-affiliated or not, NYU reserves the right to provide information related to your reservation for housing, including, but not limited to, room assignment, reservation dates, and account status, to a representative of such organization. In addition, subject to applicable law, confidentiality, and privacy obligations, NYU reserves the right to notify a representative of the organization in the event of an emergency or of your involvement, either actual or alleged, in a conduct-related incident.

15. Miscellaneous

(A) This License is the sole agreement between you and NYU regarding the assigned space, and may not be changed except by an instrument in writing signed by RLHS and you. (B) If any provision of this License shall be found to be invalid, the remaining provisions hereof shall continue in full force and effect. (C) In the event of a court determination of any NYU liability to you in connection with this License, the aggregate amount of damages to be paid by NYU shall not exceed the sum you paid under this License. (D) This License shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein. 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 hereunder. (E) Time shall be of the essence in the performance of each of your obligations under this License.