



# 2024 Summer Housing Weekly Group License

## 1 License

This License is for dormitory use of certain space (the “Licensed Space”) for a minimum of 10 individuals (the “Group Participants”) in the student residence hall or student residence halls as more particularly set forth in the Weekly Group Confirmation (the “Confirmation”) provided by the New York University (“NYU”) Office of Residential Life & Housing Services (“RLHS”) to Licensee. RLHS will select and may change at any time, in its sole discretion, the student residence hall or halls or the Licensed Space to which Group Participants will be assigned, as well as the furnishings, features, and other occupant(s) of the Licensed Space. 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 on a Sunday and ending on a Saturday, commencing at 9am on any Sunday occurring between May 19, 2024 and July 21, 2024, and ending at 12pm noon on any Saturday occurring between June 1, 2024 and August 10, 2024. Actual dates of stay will be set forth in the Confirmation the Licensee receives from RLHS. The minimum stay for Group Participants is generally three (3) consecutive weeks or longer (the “License Period”), depending on enrollment or affiliation status. The License expires at the end of the License Period, unless terminated earlier as specified below. The License Period cannot be shortened or extended without prior written approval of RLHS.

## 3 Protection of Minors

If the program or activity for which the NYU facility is being utilized involves the participation of minors (persons under the age of 18 who are not enrolled in or accepted for enrollment in a degree-granting program at NYU), then, (i) Licensee will comply with NYU’s Protection of Minors Policy, which is available at: <https://nyu.edu/protectionofminors> and (ii) Licensee will not be granted access to any NYU facility until it has registered its program or activity with NYU’s Office of Youth Programs Compliance and provided all required information and documentation as required by such policy. For any questions regarding the policy, please contact PeopleLink at [askpeoplelink@nyu.edu](mailto:askpeoplelink@nyu.edu) or 212-992-LINK (5465). Licensee will indemnify, defend, and hold harmless the University, its affiliated entities, and their respective trustees, directors, officers, employees, students, agents, assigns and representatives from and against any and all claims, demands, suits, proceedings, investigations, losses, liabilities, damages, settlements, judgments, interest, penalties and expenses of any kind, including court costs and reasonable attorneys’ fees, relating to both direct claims and third party claims, arising out of a breach of this provision.

## 4 Billing, Reservation Payments, and Payments

(A) If payments are made by Licensee: Licensee may be required to pay to RLHS fifty percent (50%) of the total estimated charges for each Group Participant no later than May 15, 2024. Approved Licensees affiliated with an NYU department or division may provide an NYU account number in lieu of such payment. Full payment of total reservation charges based upon the total number of Group Participants and weeks of stay is due within thirty (30) days of receipt by Licensee of a final invoice. Licensee will also be required to pay within thirty (30) days of invoice therefore, any additional costs incurred by NYU as a result of this License including but not limited to: extraneous fees such as lost key or lock replacement charges, damages, or linen services fees. If Licensee fails to submit final payment within thirty (30) days after receipt of final invoice, Licensee may incur finance charges imposed by the NYU Bursar. NYU reserves the right to employ a collection agency or pursue other legal options to collect all balances which are not paid on time. (B) If payments are made by a Group Participant: An initial \$500 reservation payment per Group Participant, as specified by the NYU Summer Housing License, must be submitted by each Group Participant at the time of registration (see Section 10 below) and no later than the registration deadline set forth in the attached Confirmation document. Each Group Participant will be required to pay the balance of his or her account by the date listed on the invoice sent by the NYU Bursar. If a Group Participant fails to meet his or her payment obligations, his/her reservation will be shortened and/or canceled and Licensee may become responsible for any outstanding Group Participant charges that remain unpaid thirty (30) days after the end of the License Period.

## 5 Reservation Decrease or Increase

Any request to decrease or increase the total number of reserved Licensed Spaces on account of a decrease or increase in the number of Group Participants must be submitted to RLHS in writing. No fees will be incurred in connection with requests to reduce the total number of Licensed Spaces that are received on or before March 31, 2024. If more than 10% of the remaining Licensed Space is not reserved by Group Participants by the scheduled date of arrival set forth in the Confirmation the Licensee receives from RLHS, the

Licensee will be assessed a \$500 fee for each unutilized space. If any of the Licensed Spaces are not filled by the scheduled date of arrival set forth in the Confirmation the Licensee receives from RLHS, the unutilized spaces will be released without further notice to the Licensee. If the number of utilized License Spaces is fewer than 10, the Licensee will be assessed a \$500 fee for each unutilized space. Requests to increase the total number of reserved Licensed Spaces will be reviewed by RLHS and granted or denied based upon the availability of space at the time of request.

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## 6 Reservation Date Changes

Reservation dates for Group Participants are expected to coincide with Licensee's License Period. If any Group Participant's reservation dates differ from the Licensee's License Period, written notification must be received by RLHS in advance of the License Period. Changes to an individual Group Participant's reservation dates must be submitted to RLHS at least one (1) week prior to the requested change and may result in a processing fee. If a Group Participant vacates a Licensed Space prior to the end of the Group Participant's License Period without having timely submitted to RLHS a written date change request and received approval of such request, housing charges will not be adjusted or refunded.

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## 7 Cancellations

This license binds Licensee and/or Licensee's Group Participants for the entire License Period unless RLHS receives and approves a written request to cancel this License. (A) If payments are made by Licensee: Requests to cancel the License in its entirety for a particular Group Participant reservation must be submitted in writing by Licensee to RLHS and will be subject to a cancellation fee in accordance with the written fee schedule located on the 2024 Summer Housing Website and determined by RLHS based upon the date that RLHS receives written notification of the cancellation. If a Group Participant does not check-in within one (1) week after commencement of the License Period and RLHS has not been provided with prior written notice of the late arrival, the Group Participant's housing reservation and License will be canceled with cancellation charges assessed to Licensee. (B) If payments are made by a Group Participant: Requests to cancel the License in its entirety for a particular Group Participant reservation must be submitted in writing by the Group Participant to RLHS and will be subject to a cancellation fee in accordance with the written fee schedule located on the 2024 Summer Housing Website and determined by RLHS based upon the date that RLHS receives written notification of the cancellation. If a Group Participant does not check in within one (1) week after commencement of the License Period and RLHS does not receive prior written notice of the late arrival, the Group Participant's housing reservation and License will be canceled and cancellation charges may be assessed to either Licensee or to the Group Participant.

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## 8 Termination of License

NYU reserves the right at any time, in its sole discretion, to terminate this License or the License of a Group Participant, to suspend a Group Participant from student housing, to postpone or cancel the assignment of any Licensed Space, or to postpone the commencement of the License Period: (A) if the Licensee or Group Participant fails to pay any sum due under this License when due, violates any other term of this License, ceases to be eligible for summer housing, or fails to occupy or improperly vacates 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 the Licensee or Group Participant violates any term of this License or the policies, rules and regulations of NYU including any applicable codes of conduct (see section 9); 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 the Group Participant is required to immediately vacate the assigned space. In the event this License is terminated or a Group Participant is suspended from student housing, NYU may take any and all action (including commencement of litigation) to remove the Group Participant from the assigned space. If this License is terminated because of Licensee's or a Group Participant's failure fully to perform any of their obligations under this License, Licensee 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 this License or the License of a Group Participant, NYU reserves the right at any time, in its sole discretion, to require that a Group Participant vacate or relocate from a Licensed Space, either permanently or temporarily, including in connection with a health or safety emergency such as COVID-19 including to isolate or quarantine or otherwise.

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## 9 Regulations and Policies

Licensee agrees for itself, and shall cause its Group Participants, 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 any other health or safety emergency, including those related to testing, quarantine, isolation and conduct during COVID-19 and those adopted in accordance with New York State mandates and guidance. These policies and regulations are included in the 2024 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 a Group Participant violates any such policy or regulation, the Group Participant may be subject to disciplinary action and/or termination of their License without refund by NYU, in its sole discretion. All meal plans are subject to Dining Services policies, procedures, and service schedules; violators may be subject to disciplinary action and/or termination of the meal plan without refund by NYU, in its sole discretion. Licensee acknowledges that NYU and RLHS may amend any rules, regulations, policies or procedures currently in place and that Licensee and the Group Participants will be required to abide by any such amended rules, regulations, policies and procedures.

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## 10 Group Participant Registration

Each Group Participant is required to complete 2024 Summer Housing Registration forms and agree to the 2024 Summer Housing License online through the NYU Housing Portal no later than the registration deadline set forth in the attached Confirmation document. Participants who do not complete registration or sign the License will not be able to check-in to NYU Summer Housing. If there are any conflicts between the Group Participant's Summer Housing License and this License, the terms of this License shall supersede the terms in the Summer Housing License.

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## 11 Meal Plans

(A) Group Participants assigned to Brittany, Founders, Lipton, Othmer, The Residential College at Paulson, Rubin,, and Weinstein Halls 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 for Group Participants residing in the residence halls listed in (A) above, whether used or not, unless this License is canceled or terminated by NYU or, with respect to Group Participants residing in residence halls other than set forth in (A) above, unless ORLHS receives a written request for cancellation. Meal plan cancellations and changes are not retroactive and charges will not be reimbursed for past periods.

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## 12 Access

NYU reserves the right, at any time, in its sole discretion, to enter the Licensed Space without prior notice to Licensee or Group Participants 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.

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## 13 Personal Property

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

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## 14 Visiting Guest Policy

The residential guest policy is set forth on the NYU website at <https://www.nyu.edu/life/living-at-nyu/on-campus-living/residence-hall-policies/guest-policies.html>. This policy is subject to change without prior notice in NYU's sole discretion.

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## 15 Vacate Procedures

Group Participants shall vacate the Licensed 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 a Group Participant does not officially check out and/or return keys and/or vacate the space by that date, NYU reserves the right to change the locks and to prohibit the Group Participant's entry into the Licensed Space or the facility in which the Licensed Space is located. In addition, Licensee shall also be responsible for all costs and direct or indirect damages suffered by NYU in connection with the failure of a Group Participant to timely check out and vacate, including, without being limited to, the cost of accommodations for each person who would otherwise have occupied the assigned space and all legal and other expenses incurred by NYU in connection with removing the Group Participant from the space.

## 16 Condition of Premises

(A) Group Participants shall maintain the Licensed Space in a clean, safe, and undamaged condition at all times. Group Participants 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. Group Participants shall not store food so as to cause the infestation of the assigned space. Group Participants and any other persons assigned to the room shall be jointly responsible for cleaning and maintaining any kitchens, bathrooms, or other common areas. (B) Group Participants shall not alter the Licensed Space or any furnishings therein in any way without ORLHS prior written consent. (C) When vacating the Licensed Space, Group Participants shall remove all personal property and leave the room and any furnishings clean and in the same condition they were in upon the commencement of occupancy, ordinary wear and tear excepted. NYU may promptly dispose of any personal property left in the Licensed Space after the end of the License Period. NYU will assess cleaning, repair, and disposal charges equally among all those assigned to the Licensed Space, unless individual responsibility is established before departure. Fees for damage, cleaning, or repair may be assessed to Licensee or to a Group Participant. (D) Charges for damage to any public area 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.

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## 17 Indemnification

Licensee shall indemnify and hold harmless NYU, its affiliated entities, and their respective trustees, directors, officers, employees, students, agents, assigns and representatives from and against any and all suits, actions and claims of any kind (and any resulting loss, liability, cost, expense, damage, assessment, settlement, judgment, interest or penalty including court costs and reasonable attorneys' fees) suffered by NYU or asserted or instituted against NYU by any third party including, without limitation, by a Group Participant or by another resident of the student residence hall in which the Licensed Space is located, by reason of (i) a breach or alleged breach by Licensee or a Group Participant of this Agreement or any applicable law or regulation, (ii) personal or bodily injury, including death, and/or property loss or damage arising out of the negligence or willful misconduct of a Group Participant or an invitee/guest thereof or by Licensee, its employees or agents, and/or by the acts or failure to act of Licensee, its agents, employees, Group Participants or invitees thereof.

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## 18 Force Majeure

Neither party under this License shall have any liability hereunder in the event that such party shall be delayed or hindered in, or prevented from the performance of, any act required under this agreement by reason of regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, war, terrorist attack, interruption or delay of transportation or electric or other utility service, storm or inclement weather, acts of God or any other cause(s) beyond the reasonable control of the affected party, provided however, that the party shall make commercially reasonable efforts to mitigate the effect of such force majeure event and to resume performance as soon as possible. In the event that either party wishes to invoke force majeure, that party shall provide prompt written notice to the other party of the event of force majeure. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either party for services already performed. The parties will work in good faith to prevent one party from unfairly benefitting from the force majeure event.

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## 19 Miscellaneous

(A) This License is the sole agreement between Licensee and RLHS regarding the Licensed Space and may not be changed except by an instrument in writing signed by RLHS and the Licensee. (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 the Licensee in connection with this License, the aggregate amount of damages to be paid by NYU shall not exceed the sum the Licensee 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. The Licensee agrees 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 the Licensee's obligations under this License.

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## 20 Compliance with Laws

Each party agrees to comply with applicable foreign, federal, state, and local laws in connection with this Agreement.

**I understand that my signature on this license commits my department, organization, and/or company to the terms and conditions outlined in this confirmation and license.**

LICENSEE [Organization]

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSOR/NYU Office of Residential Life and Housing Services

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_