

2023-2024 Baruch Residence Life License Agreement

RESIDENCE HALL LICENSE AGREEMENT

Baruch College (CUNY) - Office of Residence Life

Occupancy Period: Fall 2023 - Spring 2024 (Entire Academic Year)

This is a legal License Agreement (“License Agreement”) between the undersigned student (“Student” or “Resident”) and (if required) his/her/their parent, guardian, or guarantor, and Baruch College of the City University of New York (“Baruch”), on behalf of its Office of Residence Life (“Office of Residence Life”). In consideration for use of a Baruch room or apartment at 569 Lexington Avenue, New York, NY (the “Residence Hall”), Student agrees to abide by the following terms and conditions:

Please read the following sections carefully, so that you become fully aware of the information, requirements and procedures in this License Agreement. After you have read them, sign and submit the Housing License Agreement and retain a copy of the document for your records. Your signature indicates that you will comply with these terms and conditions, regulations and procedures. This document is a contract and summarizes the respective legal obligations between you and Baruch College.

By signing this Agreement, you are also agreeing to comply with the rules and regulations established by Baruch College’s Student Code of Conduct.

I. Eligibility & Housing Costs

1. Eligibility

- Housing in the Residence Hall is offered as a privilege, not as a matter of right, to students of Baruch College who meet and continue to meet, among other things, the eligibility requirements set forth below.

- Baruch College believes that housing in the Residence Hall will enhance the college experience of students who are offered such housing and has agreed to perform certain administrative services in connection with this License Agreement and the License offered pursuant hereto. • Resident is being offered and wishes to accept housing at the Residence Hall

2. Housing Costs For the Spring 2024 academic semester, the cost for housing will be:

- \$7,250 for double occupancy spaces
- \$7,750 for deluxe double occupancy spaces
- \$14,500 for single occupancy spaces

Costs for assigned room type will be applied to student's bill at beginning of semester. Room type requests are not guaranteed; single occupancy spaces are extremely limited.

All students, despite room type request, are required to submit an initial deposit for housing of \$300 in addition to the housing application. That deposit is nonrefundable for students who withdraw from housing. Only after move out in the spring semester will the \$300 security/damage deposit, less any charges for damages after move-out. Any damages or cost incurred beyond the \$300 security/damage deposit is still the responsibility of the Student. The Student acknowledges and agrees that: (i) the operator of the Residence Hall and its affiliates ("FOUND Study") are a third party beneficiary of this License Agreement; and (ii) in the event that damages caused by Student and/or his/her guest(s) are in excess of the Student's \$300 security/damage deposit, FOUND Study has the right to seek monetary reimbursement directly from Student for any costs or damages incurred or caused by Student and/or his/her guest(s) to the Residence Hall.

II. Room Occupancy and Guests (covered in Baruch procedures/considerations)

1. In order to reside in student housing, student must maintain matriculation status and actively be attending classes. Students may be enrolled full time in any modality. Vacancies may be filled with other students participating in Baruch College programs and other eligible persons within the sole discretion of Baruch College. This housing contract is for the full 2023-2024 academic year (fall and spring semesters). Signing this contract obligates you for the costs of housing for the full academic year, even if you choose not to live in such housing for all or part of the year and regardless of the reason you choose not to live in the housing, except as outlined below in housing Contract Appeals.

2. Baruch College makes every effort to give room assignments in accordance with preferences listed on the housing application, however, no guarantees are made in making housing assignments. Assignments are made without regard to ancestry, ethnicity, race, national origin, age, religion, disability, veteran status, sexual orientation, or any other protected category.

3. No other person may use your room or any other bed in your room without the prior written consent of Baruch College and by FOUND Study, if required, by their rules.

4. You must not occupy or intrude upon the other areas of the room in a way that deters your roommate(s) or future roommate(s) from occupying that space or interferes with your roommate(s) use of the room. If you do not comply with this provision, you will be in violation of the agreement and Baruch College will have the right to require you to leave housing and/or you may be charged for use of the additional space.

5. You must reside in your assigned room. You may not switch rooms or roommates or permit any part of the room to be shared by persons not assigned by Baruch College. No changes in room assignments may be made without the prior written approval of the Baruch College Office of Housing and Residence Life and by FOUND Study, if required, by their rules.

6. Baruch College reserves the right to assign a new occupant to fill a vacancy, to make changes to room assignments, and to reassign or remove any student from the residence hall.

7. There are no room changes within the first two weeks after each semester begins. Room transfers may only be made after receiving written approval from Baruch College's designee. Baruch College reserves the right to reassign a resident within its discretion. Consolidation may be necessary and may result in the College moving residents. If a student fails to move when requested, they will be charged for the use of multiple bed spaces. The charge will be based on room type.

8. There will be 24-hour security maintained by FOUND Study (or its designee). Both Baruch College and FOUND Study (or designee) have the ability to allow or restrict guests within the residential community at any time for any or no reason. A guest, when approved, may stay no more than seven (7) days within the course of a month. Any short-term overnight guest must be signed in no later than one hour before the desk closes and any long-term overnight guest must be registered 24 hours prior to their arrival. You will be held responsible for the actions of any guests and you are required to accompany your guest(s) at all times while they are within the residential community. You and your guest(s) will be required to provide a valid government issued ID or school/residence hall ID when asked and prior to approval being given.

9. Room key cards may not be duplicated and/or loaned to anyone, including family, friends or other residents. Room key cards may not be left in mailboxes.

Q3 III. Conditions of the Residence

All students must abide by the policies, procedures, and expectations set forth by the Baruch College Student Code of Conduct, this Housing Contract, and the policies, procedures, and expectations set forth by FOUND Study attached as Schedule A. Violations of any policy or procedure will result in disciplinary action by Baruch College up to and including dismissal from housing and/or the College, depending on the severity of the infraction. If you are removed from housing for disciplinary reasons by Baruch College, there will be no refund of any payments made by you or on behalf of you and you will remain responsible for any remaining unpaid payments for the duration of the full academic year.

1. Each room is provided with a specific set of furnishings. Residents may not add furniture and furniture may not be taken out of the room. Room fixtures, such as lamps or window blinds, may not be changed or removed. Residents may not remove or trade furniture with other rooms/residents. If the room has sustained damage beyond usual wear and tear, as determined solely by FOUND Study and/or Baruch College, residents will be charged the cost of repairs. Students may not remove any furnishings from the building's lounge spaces. Those found in violation of any part of this paragraph will be subject to disciplinary action by Baruch College and/or FOUND Study, in addition to being responsible for the cost of replacing furnishings.

2. No hooks or nails that will leave holes are permitted. Nothing may be painted on the walls. Cellophane or double-sided tape may not be used. All command strips/hooks must be completely removed. Any damage to the walls, floors or furnishings or any other damage, caused by residents or their guests will be deducted from the security deposit and/or charged to

the residents as a damage fee.

3. Smoking is not permitted anywhere in the building, including your room. The use of vaporizers and e-cigarettes is also prohibited. To smoke, you must go outside of the building and be at least 20 feet away from the entrance. You may not smoke directly in front the building or block the entrance.

4. The possession or use of drugs not prescribed by your own physician, as well as illegal drugs and substances, is strictly prohibited. Students found to be in possession of controlled substances or paraphernalia are subject to disciplinary action by Baruch College and referral to law enforcement authorities. If these items are found in the room, they will be confiscated and disposed.

5. Alcohol and marijuana are not permitted on the premises, regardless of your age. Students found to be in possession of alcohol, marijuana, or marijuana paraphernalia and/or in an intoxicated state are subject to disciplinary action by Baruch College and referral to law enforcement authorities. If these items are found in the room, they will be confiscated, documented, and disposed.

6. Noxious substances, incendiary materials, explosives and/or firearms or weapons of any kind are strictly prohibited. Halogen lighting equipment, electric or gas-powered heaters, convection ovens/toasters, candles, incense, pipes (including water pipes or bongs), flammable decorations such as Christmas lights etc., furniture, refrigerator or microwaves (except what is provided by 569 Lexington Avenue), illegal substances of any nature, explosives, fireworks or weapons of any kind, smoke laden materials/vapors, fog machines and/or instruments, hover boards, and self-propelled scooters are prohibited. If these items are found in the room, they will be confiscated and disposed.

7. The use or possession of specified electrical equipment in residents' rooms or common kitchens, other than those provided by FOUND Study or designee or for which prior written authorization has been granted, is not permitted. See items listed above for prohibited item list.

8. Tampering with fire alarm systems, alarm pull stations, smoke detectors, fire extinguishers, and safety equipment is prohibited. Discharging or tampering with safety equipment will result in a fine and/or are subject to disciplinary action by Baruch College and referral to law enforcement authorities.

9. All students are expected to evacuate facilities during emergency alarms and comply with the requests of Baruch College and FOUND Study (or designee) staff. Students may be fined for noncompliance and/or are subject to disciplinary action by Baruch College and/or FOUND Study (or designee) and referral to law enforcement authorities.

10. Window guards are to be kept in their original positions, if applicable. Nothing is to be kept on the outside window ledges or hung from the windows. Similarly, nothing should be thrown out of windows at any time for any reason.

11. FOUND Study (or designee) and Baruch College are not responsible for any items that disappear or are stolen from residents' rooms.
12. Residents of this building shall not engage in disruptive conduct. Disruptive conduct is behavior that interferes with the rights of others to properly and peacefully enjoy their rooms, or causes conditions that are dangerous, hazardous, unsanitary, inappropriate, and/or detrimental to other residents, employees, or guests in the building.
13. Baruch College and FOUND Study will not be responsible for any injuries to persons or damage to property caused by residents or their guests.
14. Quiet is to prevail on residence hall floors during the established hours, known as Quiet Hours. Courteous behavior regarding noise levels is expected at all times.
15. The residence hall is not designed for playing amplified musical instruments or high-watt stereo equipment. Students who wish to play or practice should wear headphones or muffle their instruments. Playing instruments is not permitted during Quiet Hours.
16. Residents may not use the name of FOUND Study (or designee) or Baruch College in any way for business purposes or in any form of advertising.
17. No written materials, such as printed handbills, solicitations, or posters, may be placed on the door of residents' rooms. Bulletin boards are available for appropriate postings, which must have prior approval from Baruch College and if its rules so require.
18. Residents must swipe their identification cards/room key cards at the designated areas each time they enter the building. No resident may use their identification card/room key card to allow another individual into the building. Residents must show their identification card if requested by FOUND Study (or designee) or Baruch College.
19. No locks, other than those provided by FOUND Study (or designee), may be installed by or for a resident on any room, closet or other door.
20. Residents may not use any room or space other than their own for meetings or gatherings without prior written permission from the Baruch College and FOUND Study (or designee).
21. The roof and balconies of the building are off-limits with the exception of those specifically designated for resident use.
22. Residents are not permitted to leave any items (including doormats) in the hallway. Items left in the hallway may be removed by building personnel.
23. No pets are permitted in the residence hall at any time.
24. Authorized employees of FOUND Study (or its designee) and Baruch College have the

right to enter rooms without notice for cleaning, repairs or inspection whether residents are present or not.

25. Residents are responsible for keeping their rooms clean. This includes keeping food in appropriate storage containers, regularly cleaning the bedroom and bathroom, cleaning eating utensils, promptly disposing of trash in the designated chutes on each floor, and keeping laundry clean, to help keep the room clean and free of pests. The staff may conduct health and safety inspections of the residence hall rooms at any time. During the inspection, the staff will check for compliance with health codes, fire safety regulations, maintenance problems, and potential physical hazards. If a policy violation is observed during a health and safety inspection, the residents of the room will be subject to disciplinary action. In most cases, efforts will be made to notify residents of these inspections at least 24 hours in advance, but residents may not be notified of the exact time of inspection. Residents understand that either FOUND Study or Baruch College may conduct surprise inspections, where residents will not be notified in advance.

26. FOUND Study, as operator of the Residence Hall, is responsible to Baruch College for maintenance and repair of the furniture and equipment in the rooms and of building systems, and maintenance repair and cleaning of hallways and common areas and security and other services. Baruch College will exercise reasonable efforts to enforce these obligations for your benefit, but Baruch College cannot control, and is not responsible for, any failure of FOUND Study to fulfill its maintenance, repair and cleaning obligations or its obligations to provide staffing and security. Students must report maintenance, repair, cleaning and security issues in accordance with procedures established by Baruch College and FOUND Study (or designee).

27. Students are required to participate in all required mandatory meetings, emergency response and evacuation training programs sponsored by Baruch College or FOUND Study (or designee). Failure to attend may result in disciplinary action.

28. Each resident is responsible for checking their Baruch College email daily, since important messages from Baruch College or FOUND Study (or designee), may be sent there.

29. Any infractions of the terms and conditions contained in this contract, or of any federal, state, or city law, or of the rules of FOUND Study set forth on Schedule A attached hereto, or Baruch College's rules or regulations may lead to disciplinary action, up to and including expulsion from the residence hall and/or Baruch College without refund of the remaining housing fee or tuition.

30. Students are required to cooperate with FOUND Study (or designee) and Baruch College officials when those officials have identified themselves and are acting expressly within their authority. Baruch College officials include faculty and staff. Also included are student employees, such as Resident Community Advisors, who are carrying out assigned work responsibilities.

31. Parental Notification: In accordance with the Higher Education Act of 1998, Baruch College reserves the right to contact parent(s) or guardians(s) of students involved in dangerous

and/or inappropriate behaviors that may be threatening to the student or others. This includes situations relating to alcohol, marijuana, and other drugs. The determination whether to make such contact remains within the sole discretion of FOUND Study (or designee) and Baruch College.

32. Move-in and move-out dates will be as established by Baruch College. All students must timely move out of their rooms and remove their belongings 24 hours after their last final at the end of the school year. Failure to do so will result in students being charged a daily fee decided by Baruch College and render them ineligible for future housing. Any property left beyond the deadline for moving out will be deemed abandoned and will be disposed of at the Student's expense.

Q4 IV. Housing Contract Appeals

Students who sign up for housing do so with the understanding that housing is a full academic year commitment. Students who participate in a Baruch College sponsored study abroad program, graduate, withdraw from the College, or get married may file an appeal for a termination of their housing contract. Students granted an appeal must remove their items from their space and properly check out of the residence hall by the date provided in their appeal decision.

To file an appeal to terminate your housing contract, students must email residence.life@baruch.cuny.edu and include: name, student ID number, and reason for your appeal (i.e. participating in a Baruch College sponsored study abroad program, graduating, withdrawing from the College, or change in marital status, etc.). Appeals must be received from your Baruch College email address.

Students moving into housing for the spring semester will only be charged for the cost of the spring semester.

Prior to check-in, students who decide not to live at 569 Lexington Avenue should cancel their housing agreement by emailing residence.life@baruch.cuny.edu and include name, student ID number, and reason for cancellation (i.e. withdrawal from the institution, living elsewhere, etc.). Cancellations must be received from your Baruch College email address. If you withdraw from housing, you automatically forfeit your \$300 security deposit.

The cancellation policy goes into effect once the student accepts the offer (submitting of "yes to offer" as they have submitted an application and deposited for housing). Depending on your time and date of cancellation, additional fees will apply as listed below:

Students (prospective and current) who cancel their housing AFTER housing has been confirmed:

- Prior to July 1, 2023, forfeit the housing security deposit (\$300)
- On or after July 1, 2023, forfeit the housing security deposit, and will be charged a \$200

housing cancellation fee.

- On or after August 1, 2023 forfeit the housing security deposit, and will be responsible for 10% of annual housing costs.
- After move-in, forfeit the housing security deposit, and will be responsible for the full cost of housing for the fall 2023 semester.

Students intending to file an appeal to terminate their contract for spring 2024 semester must submit their appeal in writing (following the procedures outlined above) no later than November 1, 2023. Students will be assessed a \$3,000 cancellation fee for breaking the academic year lease agreement, as well as forfeit their \$300 security deposit. Students receiving an appeal approval must remove all items from their space and properly check out of the residence hall by December 20, 2023. Failure to do so results in forfeiture of the housing deposit. Any student who has not removed their items from the residence hall and properly check out by January 6, 2024 will be responsible for the full cost of spring 2024 semester housing.

- Students granted an appeal mid-semester must remove their items from their space and properly check out of the residence hall by the date provided in their appeal decision.

Students (prospective and current) who withdraw or take a Leave of Absence from Baruch College AFTER housing has been confirmed:

- Housing security deposit is non-refundable (\$300)
- Prior to August 1, 2023, will be held to the housing cancellation policy outlined above
- After August 2... 2023 (the start of classes) will be held to the College refund schedule outlined in the Baruch College academic calendar.

Anyone who wishes to withdraw from Baruch Housing MUST first submit their request via email to residence.life@baruch.cuny.edu. A cancellation form will be emailed to you. Please download it, complete it, and email it to residence.life@baruch.cuny.edu. All forms must be received by November 1st, 2023

Q5 V. LICENSE

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 Rules and Regulations. Students acknowledges and agrees that this License Agreement is not to be construed as lease.

Baruch College grants Student a non-exclusive, non-assignable, temporary license for the use of a room to be assigned by Baruch College (the "Room") at the Residence Hall.

THIS LICENSE AGREEMENT CREATES A LICENSE BY CONTRACT ONLY AND STUDENT ACKNOWLEDGES THAT NO OWNERSHIP, LEASEHOLD OR OTHER PROPERTY INTEREST OR ESTATE OF ANY KIND SHALL EXTEND WHATSOEVER TO THE

RESIDENCE HALL BY VIRTUE OF THIS LICENSE AGREEMENT OR STUDENT'S USE OF THE ROOM.

VI. 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.

Q6 My signature confirms I have read the contract and the Baruch College Code of Student Conduct and agree to abide by all the provisions therein. I understand that the premises are a residence of the FOUND Study Midtown East and are to be used only by approved individuals and only while enrolled as a student at Baruch College. I understand and agree that I must evacuate the premises immediately upon my termination of my status as student. I also understand that I must abide by the policies of the residence hall where I live and that I am financially responsible for the room(s) to which I have been assigned for the entire contract period.

Q7 SCHEDULE A FOUND STUDY RULES, REGULATIONS, GUIDELINES, POLICIES AND PROCEDURES APPLICABLE TO THE RESIDENCE HALL