

Yale University
Graduate and Professional Student Housing License Agreement 2017-2018

TERMS AND CONDITIONS

LICENSE: PERMITTED USE AND USERS: This contract is a binding legal agreement between you and the University that creates a license, not a lease, for the use of the above housing unit. The University reserves the right to make any changes in unit assignment or terminate this license and an assignment as necessary. The unit must be occupied by you and only such occupants who the University has approved in advance in its discretion. The University reserves the right not to approve any additional occupants of the unit including members of your family. Only individuals who have a confirmed affiliation with Yale University are eligible to sign new licenses for occupancy in our units.

ELIGIBILITY: I at all times during the term, must be enrolled as a student(s) in good standing in one of the graduate or professional schools of the University and must remain current on all financial obligations to the University, including the license fee, tuition and other charges. I also agree to comply with any and all applicable handbook, bulletins and/or regulations governing student conduct adopted by the University, including a graduate or professional program.

LEAD PAINT DISCLOSURE:

To fully comply with the Federal EPA regulations regarding communications about use of lead-based paint in residential facilities, the following information is provided to all residents of campus-owned and leased apartment style housing specifically Whitehall Apartments, Mansfield Apartments, York-Crown Apartments, Esplanade Apartments, 68 Mansfield (Berkeley); and the Sterling Quadrangle Apartments. (Exempt from lead paint disclosure are dormitory housing and efficiency-style apartments.) All Yale apartment-style housing was built before 1978. Housing built before 1978 may contain lead-based paint. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. The University recognizes that any housing built prior to 1978 may contain lead-based paint and/or lead-based paint hazards. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. By accepting this contract, you are affirming that you have reviewed Protect Your Family from Lead In Your Home <http://www.epa.gov/lead/protect-your-family-exposures-lead>

TERM: The term of this contract is stated above. I shall have no right to renew the term of this contract without the prior consent of the University. I agree to respond to the Yale Housing Office in March of the term period to inform them whether I will be requesting renewal or vacating the unit. If I do not contact the Yale Housing Office, the University shall conclude that I have no intention to renew and can enter into an agreement with another party at the expiration of the term.

PAYMENT: License fees are billed to each students' bursar account through University Student Financial & Administrative Services (SFAS) License fees are billed by month/semester as indicated above. Any questions regarding the license fees and other charges should be directed to SFAS. Monthly charges are made thirty days prior to each month. Semester charges are made in advance of each term. The University reserves the right to continue charging license fees beyond the term period, until all keys are returned, your room/unit is in broom clean condition and completely empty of your belongings. You are liable for license fees through the end of the term of this license if you vacate the unit during the term period without the University approving a termination of this license.

FEES: All fees are due at the time of submission and signing of the contract:

Application Fee: A non-refundable fee of \$45.00 will be applied to your SFAS account

Processing Fee: \$40.00, non-refundable

Security Fee: A refundable fee of \$700 is required of all students at the time of your housing assignment

Social Fee: An annual, non-refundable social programming fee is required of all Yale Housing residents. The amount is determined by building and will be applied to your SFAS account.

Property Insurance: A non-refundable fee of \$60.00 (sixty US Dollars) will be applied towards your SFAS account. Residents with proof of insurance may opt out by October 1, 2017

The University reserves the right to apply the security deposit to any license fees or other outstanding charges you may owe the University. Any refundable fees paid will be returned to you via the University SFAS student financial account, without interest within 30 days after the end of the term period, provided that you have complied with all of the provisions of this contract.

TRANSFERS FROM ONE UNIT TO ANOTHER: Once assignments have been made, the University may, but shall not be obligated, to permit you to exchange your unit for another within Yale Housing. All transfers must be made in writing and subject to approval by the University in its sole discretion. All approved transfers will require the signing of a new contract and payment of a transfer fee of \$250.00.

VACATING THE UNIT: At the end of your license term, you must vacate the unit and leave it in "broom clean" condition. You will notify Yale Housing of your intentions to vacate during the March Housing Intent process, and do the following before departure: You will (a) remove all of your belongings from the unit and storage areas; (b) return all keys; and (c) turn off all utilities for which you separately contracted. Except as may be otherwise provided in this contract, you will be charged the full amount of the license fee through the last month of the contract even if you vacate before the end of the contract period. You will be responsible for any charges that the University may incur, including cleaning charges, as a result of your failure to remove your possessions and leave the unit in "broom clean" condition. Any belongings left in the unit or storage areas will be deemed abandoned and will be disposed of at your expense. Yale Housing will inspect the unit after you have vacated to determine if you have complied with move out procedures.

STUDENT CANCELLATION REQUEST POLICY: You are responsible for the full term of the license agreement. If you wish to terminate your license agreement and vacate before the end of its term you will still be responsible for the remainder rent for the full term of the agreement. All early terminations automatically forfeit the security deposit. Only students who have an authorized leave of absence or medical leave of absence may cancel their license agreement and be released from all future rent charges. The security deposit will be forfeited.

CONTRACT TERMINATION POLICY: The University may terminate this contract by written notice to you in accordance with University policy. The University may terminate this contract if it is determined that damage by fire, water, or the elements makes the unit unfit for occupancy; or the University decides to vacate the unit to prepare for or conduct renovation, demolition, construction, or any similar activity on the unit or the building. In any such event, if the University cannot offer you alternate housing, this contract will automatically terminate thirty days after the University gives you notice, or sooner if circumstances should require. Until the end of the period stated in such notice you will still be bound by the terms of this contract. You will be entitled to a prorated refund of the license fees paid as of the date you vacate, unless you caused, permitted or contributed to such damage. Other than any applicable refund of the license fee, you will not be entitled to any other recompense or damages for such cancellation. In the event of your death, this contract will be terminated and the fee will be adjusted on a pro rata basis as of the date of death and the security and key deposits will be returned to the estate of the deceased in accordance with the provisions of this contract.

CONTRACT ENFORCEMENT: If you default in any of the obligations under this contract, including the obligation to pay the license fee in a timely manner, or if you make any false statement on your housing application, the University may terminate this contract upon written notice to you. Upon receipt of such notice, you must vacate the unit immediately and in compliance with this contract. In the event, you default under this contract, the University shall be entitled to immediate payment of any amounts you may owe under this contract, and all legal and equitable remedies available, together with all damages, costs, and attorneys' fees it may incur as a result of such default. If you fail to comply with any provision of this contract, the University may at its option cure your default and bill you for the costs of doing so. If you are absent from the unit for more than two weeks during the term without prior notice to the University, or if you do not take occupancy within two weeks of the commencement of the term, you will be deemed to have defaulted hereunder and abandoned the unit. In addition to its other remedies, the University may give your unit to other occupants in the event of your abandonment.

CARE OF PREMISES: You accepted the unit in "as in" condition by moving in. If you notice any damage to the unit when you move in, you must report the damage to the University within one week of occupancy or you may be held responsible for the damage. The University performs pest control inspections or treatment on all units twice a semester. You are required to prepare your unit and cooperate with these inspections.

ALTERATIONS: You will not make any alterations or changes in or to the premises, facilities or utilities contained therein without prior, written approval of the Yale Housing Office. University personnel and their agents are the sole service providers authorized to perform alterations, maintenance or repairs to the unit, building, and grounds. You are not permitted to obtain such services from unauthorized personnel. Any items installed with our permission will become our property upon installation and will be left in the premises when the license expires, or if we require, removed or renovated at your expense. You will be responsible for the cost of repairs for any damage to the premises caused by such removal.

KEYS & IDs: The Yale Housing Office will issue one set of keys per resident living in the unit. Lost keys must be reported immediately. In some instances, lock replacement may be necessary for safety reasons. If so the Student will be charged (\$250) for lock replacement to their SFAS account; \$100 for a lost apartment mailbox key. Students issued a University picture ID card must report lost ID cards to Yale Security and the Yale Housing Office staff immediately. Replacement cards can be obtained at the ID Centers, per their replacement fee. Lost temporary access cards, issued by the Yale Housing Office, will be deactivated by the Yale Housing Office; a lost card fee (\$25) may also apply.

PERSONAL PROPERTY: The University shall not be liable, directly or indirectly, for any loss of or damage to any article of your personal property or your vehicle occurring anywhere on University property, including loss or damage caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity, or the actions of third persons, except to the extent that such damage is caused by the willful misconduct of our employees. Renters insurance will be purchased on your behalf and charged to your SFAS account. If you are living in a building which provides parking, your vehicles must be registered with Yale Housing and is subject to the University's rules and regulations. Your personal property is not covered by University's insurance.

UNIT ENTRY AND INSPECTION: The University reserves the right to enter and inspect your unit and any storage areas used by you upon reasonable notice, or without notice in the event of emergency. To safeguard the health and safety of you and the other occupants of your unit/building and to repair, maintain or protect the integrity of the building and its systems, the University may deem it necessary or be required to enter your unit to make inspection or repairs without prior notice to you. No exercise by the University of any rights hereunder shall entitle you to any compensation, damages, or abatement of the license fee for any injury or inconvenience occasioned by such exercise. The University Fire Marshal shall have the right to enter and inspect the unit and storage areas at all times for fire hazards and you must comply with all of the Fire Marshall's directives on such matters.

COMPLIANCE WITH LAWS; GENERAL SECURITY AND LOSS OF PROPERTY: You, your family and guests must comply with all state, federal and local laws, regulations and orders governing yourselves and the unit. The University is concerned about your safety and the safety of your property. In order to assist the University in maintaining such safety, you should be vigilant and immediately report to the University Police (203-432-4400) any theft, crimes or any suspicious activity or person that you think might constitute a threat to security. The University Police should be notified immediately in the event of a theft or any crime that may occur in and around the unit. You are responsible to your part to maintain the security of the building by keeping all access to the building secure (i.e. not propping open doors, being aware of trespassers, etc.)

STRIKES, WORK STOPPAGES, JOB ACTION, AND THE LIKE: No rebates will be given to you, nor may this contract be rescinded, on account of the interruption, as the result of a strike, work stoppage, union dispute, "job action" or other interruption of services customarily furnished by the University.

UTILITIES: If applicable to your unit, you are required to pay for and maintain utilities to your unit for the term period of this agreement. You are required to solely enter into a legal binding contract with the appropriate utility company and are responsible for all cost incurred with these services. The University is not liable for any utility or cost of utility that the resident separately contracted with. You are required to pay for the utilities named in your license; you are responsible for transferring utility services to your name at your license commencement and terminating services at the license conclusion.

SUMMER APARTMENT SUBLET: *The University restricts subletting to Yale Housing apartments only.* The Yale Housing Office allows for residents to sublet their apartment to other Yale affiliates during the summer months *only* (May-August). Subletting is not permitted in the dormitories. All apartment residents must comply with the following University policies:

- Student must have a signed valid contract with Yale Housing for the next academic term beginning July 1.
- Sublet agreement must be completed by all parties and approved by a representative of the Yale Housing Office prior to contract holder departure and sublettor arrival.
- All advertisements (postings, whether electronically, published print or hard copy) need to be approved by the Yale Housing Office prior to posting.
- Single students who live in shared occupancy units must have their roommate sign the sublet agreement to acknowledge that they have been informed.
- University student contract holder is fully responsible for making sure that the monthly payments to SFAS are made during the sublet period. The sublettor is required to submit full payment for sublet term to the resident (contract holder). Proof of payment must be submitted to the Yale Housing Office prior to occupancy.
- The contract holder assumes responsibility for all damages beyond normal wear and tear that may be caused to the premise during the period of subletting and bears all costs of such repairs.
- The University on-line database is available at <http://offcampusliving.yale.edu/> to post all summer sublet listings. Please submit the advertisement to the Yale Housing Office for review before entering it to the on-line system.

SUMMER ACADEMIC LEAVE: In order to qualify for the reduced rent option (50%) during the months of July in the **Apartments**. The following conditions must be met:

- Graduate Student must have a signed valid contract with Yale Housing for term beginning on or after July 1st.
- All keys (including mailbox) must be returned to the Yale Housing office upon departure.
- Empty all contents of refrigerator and freezer prior to departure. *Do not unplug the refrigerator.*
- Unplug all equipment that may be set on a timer (clock radios, stereos, etc.).
- The Graduate Student must provide the Yale Housing Office written confirmation/documentation on or before June 1st from their department or location of internship.
- Mail is to be forwarded to another address or held by the US Post Office.
- Utility accounts must remain active and in the student's name while away.

If these conditions are not met, the resident will be charged, to their SFAS account, the full monthly license fee.

PHOTOGRAPHS: The University reserves the right to use your photograph in University publications, including recruiting materials, University housing brochures and newsletters, and in electronic versions of those publications, and on bulletin boards in its facilities. If you prefer not to have your photograph used in this manner, you must inform the University's Housing Office in writing, and the University will make good faith efforts to prevent further use of your photograph.

DINING SERVICES: Certain University Yale Housing buildings require compulsory meal plans regardless of academic program or year. Dining Services is a separate operation and will apply the associated fees for all required plans. See Dining Services website at www.yale.edu/dining for associated costs.

RULES AND REGULATIONS; FINES: Residents are provided with a copy of the current Yale Student Housing Handbook with their initial move-in. Updates of the handbook are available on line at the Yale Housing website. Residents shall read and comply with all rules and regulations outlined by the University. The University has established fines for the violation of this agreement, addendum, the Yale Student Housing Handbook and any other established rules and regulations. A list of these fines is included in the Yale Student Housing Handbook. I agree to reading, understanding and obeying the rules and regulations during the term period of the license agreement.

GUESTS: Registered guests to the dormitories are permitted to stay for a 3 day/2-night visit. You are responsible for your guest at all times, will ensure they abide by existing rules and policies, and must be present when the guest is visiting. The University reserves the right to restrict you from having guests and requesting guests to leave campus. There is no parking for visitors in University parking lots/garages; visitors will not be issued keys or electronic access cards to the unit they are visiting.

CONDUCT AND CONSIDERATION OF RESIDENTS: It is essential that all residents in University housing show mutual respect for one another and help to foster an environment conducive to research and study in reasonable comfort, quiet and privacy. Creating or permitting excessive noise is a particularly serious breach of the mutual respect that is required of all residents of University housing. Students must control use of their voices and use equipment, musical instruments, TV sets and the like at noise levels that are considerate of the needs of others. Quiet hours are to be respected from 10 PM until 8 AM the following day.

NOTICES: Notices under this agreement shall be made in writing and delivered electronically, by hand, campus mail or by US Mail. Notices to the University shall be delivered to the Yale Housing Office, Helen Hadley Hall, 420 Temple Street, New Haven, CT 06511-6802. Notice by electronic mail shall also be valid provided that the recipient gives the sender confirmation that the recipient received and opened the notice. Electronic notices will be deemed received when the recipient gives confirmation of receipt. All other notices will be deemed received when delivered, or if delivery is refused, upon such refusal. Either you or the University can change the address for notices by written notice.

INDEMNIFICATION: The University shall not be liable to you or your guests or any person claiming by, through or under you for any loss for bodily injury or death, and property damage, unless said loss or damage is caused by willful misconduct of the University or its employees. You agree to indemnify, hold harmless and defend the University from and against any and all costs, liabilities, obligations, penalties, claims, damages, and expenses, including reasonable attorney's fees arising out of personal injury or property damage claims in, on or around or relating directly or indirectly to the unit, the use of it by you or your guests, except to the extent caused by the negligence or misconduct of the University or its agents.

MISCELLANEOUS: This contract represents the entire agreement on this subject matter and supersedes any prior oral or written agreements. This contract may only be revised in a written agreement signed by you and the University. Connecticut law governs this agreement. No third parties are intended to be benefited by this contract. Any waiver by the University of its rights under this contract shall not be deemed a continuing waiver. If this contract is signed by more than one person as occupant, all of the signers shall be jointly and severally liable for all obligations hereunder.

Addendum: Yale University Graduate & Professional Student Housing License Agreement 2017-2018

RULES AND REGULATIONS; FINES: Residents are provided with a copy of the current Yale Student Housing Handbook upon initial move-in. Updates of the handbook are available on line at the Yale Housing website <http://housing.yale.edu>. Residents shall read and comply with all rules and regulations adopted by the University. The University has established a fine system for violation of this contract, the Yale Student Housing Handbook and any other established rules and regulations. A list of these fines is included in the Yale Student Housing Handbook. I agree to reading, understanding and obeying the rules and regulations of the term period of this contract.

ALL GRADUATE HOUSING UNITS:

Alterations to the Housing: Residents are not permitted to make any changes to the design of the housing unit. All requests must be made to the appropriate manager for review and if permitted will be scheduled with approved University workers. If an alteration is made without approval, there will be a fine assessed and termination of the contract may be considered.

Businesses: I am not permitted to operate a business from my room, apartment, or building.

Cancellation Policy: Early departure during the term of your contract is subject to cancellation rules. You will forfeit your deposit and are responsible for the remaining rent for the full term of this license agreement.

Care of the premises: I am responsible to maintain the unit in a decent, safe, orderly and sanitary condition with particular attention paid to pest control. Day-to-day clutter should be kept to a minimum. Garbage and waste should be enclosed in plastic bags and be disposed of on a regular basis. 'Food stuff' should not be left lying around; this creates a health and safety risk. Inspections are done several times a year to note any maintenance and facility concerns as well as the overall condition of the unit. Fines may be imposed. Area rugs are permissible. No wall-to-wall carpeting should be installed.

Fire safety: I will not disconnect, disable or tamper with any life-safety devices (i.e. smoke detectors, carbon monoxide detectors, fire extinguishers, sprinkler heads, etc.), which are installed in my building, room, or apartment. I will not possess, store or maintain any flammable or combustible material, explosives, fireworks, ammunitions or weapons (including but not limited to firearms, air rifles, swords, and crossbows), in, on, or around the building. The University will impose a fine in addition to any costs incurred for work performed to correct any hazards. Burning of candles, incense or other incendiary or open flame items is prohibited. There are fireplaces in some buildings. At no time is the fireplace to be used. Only units with approved installed cooking appliances are allowed to be used for this purpose. Do not block emergency exits.

Graduation Policy: Students who have lived in Yale Housing Apartments for more than one contract term and who submit appropriate documentation that they will be graduating in May, will be granted a release from the June rent only.

Illegal Appliances: Personal appliances, which include washing machines and dishwashers, as well as space heaters, are not allowed in Yale Housing. If there is a special need, it is necessary to talk with the appropriate Yale Housing manager. Air conditioning units are not permitted in the dormitories. Fines will be assessed for the discovery of an appliance and may include termination of the housing contract.

Lost Keys/Lock-Outs: Please visit the Yale Housing Office if you have lost your key(s). A replacement fee of \$25 per key will be charged to the students SFAS account. Residents who are locked out of their apartments can contact Security at 203-785-5555 for an officer to open their doors. Dormitories residents who are locked out of their rooms can borrow a key, free of charge, from the lock-out box located in their dormitory building. The key must be returned to the lock-out box within 48 hours to avoid fees. Students can also contact their Resident Coordinator for assistance in obtaining a key from the lock-out box, or contact Yale Security to be let into their bedroom.

In some cases, lost or stolen keys pose a security risk and may result in replacing the lock mechanism and issuing new keys. Students are assessed a \$250 fee to their SFAS accounts for this service.

Individual Garden Plots are not allowed. University-sponsored community gardens are permissible.

Late Departure: All Yale Housing contracts have an expiration date. Staying in the housing beyond this date is not permitted. Departure after the end date without permission will be subject to a daily fine, which is assessed to the student's financial account.

Narcotics: I will not use, sell or distribute any narcotics or other controlled substances in, on, or around the premises or allow others to do so.

No Signs or Graffiti. I will not place, draw or write anything, including signs or advertising notices, on or have visible from the outside of the building or its common areas, windows, or doors, including those of the unit except in the areas, if any, designated by the University for this purpose.

Smoking: Yale University and including Yale Housing is dedicated smoke-free and tobacco free. There are no exceptions for smoking within any Yale Housing buildings. A fine for each occurrence noted will be assessed to the student's financial account. Repeated infractions can result in termination of the housing contract.

Noise: I will not play loud music or television, musical instruments, or create other noises, which can be heard outside of my room or

apartment. Quiet hours are to be respected from 10 PM to 8 AM.

Personal Property including bicycles, strollers, and children's toys, shoes or grills may not be left at any time in hallways or stairways. No gas-powered vehicles may be stored, chained or repaired in the building.

Pets: Pets are not permitted in Yale Housing. Confirmation that the pet policy has been violated will result in a **daily fine** until the issue is resolved and may include immediate termination of the housing contract.

Waterbeds are prohibited.

Recycling: I will adhere to the University's recycling program.

Transfer/Room Change Policy: Transfer/room changes are permitted. Information on this policy will be provided each year prior to the end of the contract. Any transfer is subject to a \$250 fee and based on availability and approval by the Yale Housing Office.

TV antennae or satellite dishes are prohibited. No wires or other implements of any kind may be placed on the outside of the building or through the hallways.

Security: I will keep my unit doors, building entry doors and windows within my unit secured. I will not affix additional locks or alarm systems to my room or apartment. I will not prop open building entry or individual unit doors.

Sublet Policy/Summer Academic Leave: The Yale Housing Office allows apartment residents only to sublet their apartment during the summer months (May-August) or receive reduced rent for the month of July. Please contact housing@yale.edu for details.

Holiday Decorations: Only use holiday lights when you are at home and awake. Do not overload electrical outlets. Worn-out electrical cords and plugs should be replaced. Use multi-outlet power strips when running many lights. Natural Christmas trees are prohibited. Never attach or hang anything from a sprinkler pipe or sprinkler head. Significant water damage can result. Keep your fire egress paths clear when installing any holiday decorations or furnishings. Please do not install any lights or other decorations in the common areas outside your apartment or room.