2024-2025 Housing License Agreement

WELCOME TO YALE GRADUATE HOUSING

By completing this application, you are accepting placement within Yale Graduate Housing. All housing charges are processed through your YalePay (Student Financial Services) Account.

I understand:

This placement is for the <u>*entire*</u> **2024-2025 academic year.** All residents are expected to maintain residency requirements each semester and meet all financial obligations with the university. Mid-year/semester cancellations will be held to the cancellation policy found in the license agreement.

Cancellation Fee

If I cancel this housing license agreement, I will incur a cancellation fee based on the schedule below. The cancellation fee will be posted to my YalePay Account.

Month of April - \$750

May - until the end of the license agreement - \$2,500

Fees:

The following fee will be billed to your YalePay Account after September 1st: • Application fee: \$100 (nonrefundable)

Yearly, for all residents and charged to your YalePay Account after August 1st:

- Personal Property Insurance: \$144 (nonrefundable)
- Residential Life Programming Fee: (nonrefundable)
 - Graduate Housing
 - \$75 for all single students
 - \$85 student with partner
 - \$95 student with family
 - UP Master-leased properties:
 - \$50 for all single students
 - \$60 student with partner

Terms:

License Agreement Terms for first year residents:

- Dormitories/Furnished: August 15, 2024 to May 25, 2025 (billed by semester)
- Apartments/Unfurnished: August 1, 2024 to June 30, 2025 (billed monthly)

License Agreement Terms for residents who are renewing:

- Dormitories/Furnished: August 15, 2024 to May 25, 2025 (billed by semester)
 With Full Summer Housing: May 27, 2024 August 14, 2024
- Apartments/Unfurnished: July 1, 2024 to June 30, 2025 (billed monthly)

Yale University Graduate and Professional Student Housing License Agreement 2024-2025

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 assigned 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. Violation of this clause may result in a fine up to and including termination of this agreement. Only students in one of the Yale Graduate and Professional schools are eligible to sign new licenses for occupancy in our units.

ELIGIBILITY:

I, at all times during the term, must be enrolled as a full-time student 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 leadbased paint in residential facilities, the following information is provided to all residents of campusowned and leased apartment style housing specifically Whitehall Apartments, Mansfield Apartments, York-Crown Apartments, Esplanade Apartments, 68 Mansfield; and the Sterling Quadrangle Apartments. (Exempt from lead paint disclosure are dormitory housing and efficiencystyle 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 not occupy or store belongings in my housing prior to the start of the term without prior approval from the Yale Housing Office. Doing so can result in fine and/or termination of this agreement. 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 Graduate Housing Office annual Housing Intent to inform them whether I will be requesting renewal or vacating the unit. If I do not contact the Yale Graduate 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. *Residents residing in 272 Elm Street, 254 Prospect, 276 Prospect, and Mansfield Apartments do not have the option to renew. The Housing License Agreement for 272 Elm, 254 Prospect, 276 Prospect, and Mansfield Apartments will be for a period of one academic year (August to May) only.*

PAYMENT:

Rental fees are billed to each student bursar account through University Student Financial & Administrative Services (SFAS) YalePay account. Rental fees are billed by month or semester as indicated above. Any questions regarding payment of the rental 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 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 rental fees through the end of the term of this license agreement even if you vacate the unit during the term period without the University approving a termination of this license.

FEES:

For new residents:

The following fees will be billed to your YalePay Account after September 1st:

• **Application Fee:** A non-refundable fee of \$100

For all residents, the following yearly fees will be billed to your YalePay account after August 1st:

- **Residential Life Programming Fee:** An annual, non-refundable social programming fee is required of all Yale Housing residents.
 - Graduate Housing
 - \$75 for all single students
 - \$85 student with partner
 - \$95 student with family
 - UP Master-leased properties:
 - \$50 for all single students
 - \$60 student with partner
 - **Personal Property Insurance:** A non-refundable fee of \$144. Residents with proof of insurance (including \$100,000 liability coverage) may opt out by notifying Yale Housing by September 1, 2024.

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 Graduate 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 license agreement and payment of a transfer fee of \$350, which will be applied to your YalePay account.

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 Graduate Housing of your intentions to vacate during the annual Housing Intent process and do the following before departure: you will remove all of your belongings from the unit and storage areas and return all keys. 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 Graduate 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. All early terminations will be subject to the following cancellation fee schedule:

Month of April - \$750

May - until the end of the license agreement - \$2,500

The cancellation fee will be posted to your YalePay account. 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, and they will not incur a cancellation fee.

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 deposit (if applicable) 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 attorney 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.

CARE OF PREMISES:

You accepted the unit in *as is* 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.

ALTERATIONS:

Residents are not permitted to make any alterations or changes in or to the premises, facilities or utilities contained there without prior written approval. All requests must be made to the appropriate housing or facilities manager for review and, if permitted, will be scheduled with approved University staff or outside contractors. 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. If an alteration is made without approval, there will be a fine assessed and termination of this license

agreement may be considered. Any items installed with our permission will become our property upon installation and will be left in the premises when the license agreement expires. If approved alternations need to be removed, the cost to remove said items, including the cost of repairs for any damage to the premises caused by such removal, will be billed to your YalePay account.

KEYS & IDs:

The Yale Graduate Housing Office will issue one set of keys per resident living in the unit. Lost or damaged keys must be reported immediately. There is a \$50 per key replacement fee charged to your YalePay account. In some instances, lock replacement may be necessary for safety reasons. If so, you will be charged for a lock replacement to your YalePay account. Students issued a University picture ID card must report lost ID cards to Yale Security and the Yale Graduate 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 Graduate Housing Office will be deactivated by the Yale Graduate Housing Office; a lost prox card fee (\$100) 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 YalePay account. If you are living in a building which provides parking, your vehicles must be registered with Yale Graduate Housing and is subject to the University's rules and regulations. Your personal property is not covered by the 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 directives issued by the Fire Marshal 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 for 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 or credits 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.

SUMMER APARTMENT SUBLET:

The Yale Graduate 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 two- and three-bedroom shared apartments or in dormitories. All eligible apartment residents must comply with the following <u>University Policies</u> (<u>https://housing.yale.edu/apply-now/general-information/policies</u>).

SUMMER ACADEMIC LEAVE:

In order to qualify for the reduced rent option (50%) during the month of July in the **Apartments**, the following conditions must be met:

- Graduate Student must have a signed valid housing license agreement with Yale Housing for term beginning on or after July 1st.
- All keys (including mailbox key) must be returned to the Yale Graduate 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 Graduate Housing Office written confirmation/documentation on
- or before June 1st from their school or location of internship.
 Mail is to be forwarded to another address or held by the US Post Office.

• Mail is to be forwarded to another address or held by the US Post Office.

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

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.

RULES AND REGULATIONS; FINES:

Residents are provided with a copy of the Yale Graduate Student Housing Handbook with their initial move-in. Updates of the handbook are available online at the Yale Graduate Housing website. Residents shall read and comply with all rules and regulations outlined by the University and in the Graduate Student Housing Handbook. The University has established fines for the violation of this agreement, addendum, the Yale Graduate Student Housing Handbook, and any other established rules and regulations. I agree to reading, understanding and obeying the rules and regulations during the term period of the license agreement.

GUESTS:

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 Graduate 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 Graduate Housing Office. 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 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.