

## **2017-2018 NYU Shanghai Student Housing License**

Your signature on the 2017-2018 Student Housing Application, completion of the electronic application and electronic signature, your enrollment in classes at NYU Shanghai, or your acceptance of an assigned space or a room key signifies your agreement to and acceptance of all of the terms of this License.

### **1. LICENSE.**

This License is for residence hall use of an assigned space in a room or suite (the room or assigned space) in any NYU Shanghai student housing facility, including any facility that NYU Shanghai may now or hereafter own, lease, or otherwise arrange to make available for student housing. NYU Shanghai shall select and may change at any time, in its sole discretion, the space to which you will be assigned and or occupy and the furnishings, features, and other occupants of the room. If you request a residence hall or type of accommodation that is not available, you will be assigned to and charged the rate for alternative accommodations chosen by NYU Shanghai. Roommate requests based upon race, color, religion, sexual orientation, physical characteristic, or national origin cannot be accepted.

### **2. ELIGIBILITY.**

You must remain a NYU Shanghai student enrolled in classes at NYU Shanghai throughout the License Period or NYU Shanghai will have the right to terminate this License, in its sole discretion.

### **3. LICENSE PERIOD.**

This License is for the Fall 2017 and/or Spring 2018 Term(s), as applicable. NYU Shanghai provides January Term and Summer Term housing to students enrolled in courses under a separate license. NYU Shanghai students enrolled in classes for both the Fall 2017 and Spring 2018 Terms are provided transitional housing during the winter break period and may remain in their assigned space subject to the terms of this License. Students who are only enrolled for one term will not be permitted to stay in their room past the check-out date.

The License Period begins on your check-in date set by NYU Shanghai Student Life for the Fall Term, but in any event will begin no earlier than 9:00 am, August 31, 2017 for Returning/Study Away students. For students enrolled only for the Spring 2018 term, the check-in date is no earlier than 9:00 am, January 20, 2018. The License Period ends no later than 12:00 noon, December 23, 2017 for Fall Term and 12:00 noon, May 19, 2017 for Spring Term, unless this License is canceled or terminated earlier as specified below. Your License Period cannot be changed from these dates unless approved in writing by Student Life. You waive any right that you may have or acquire to remain in the assigned space beyond the end of the License Period. Students may be required to vacate rooms in between the Fall and Spring terms. NYU Shanghai may fill any empty spaces during a term or the winter transitional period. Advance notification will be provided.

### **4. CANCELLATION OF LICENSE.**

This License binds you for the entire License Period unless: (A) NYU Shanghai receives your written cancellation request by August 30, 2017 for Fall Term and January 19, 2018 for Spring Term. (B) Students are subject to the cancellation fee schedule posted online. (C) A student who

officially withdraws from the University will not be permitted to remain in housing. Students must present official documentation from their academic department to cancel their housing. (D) NYU Shanghai expects its students to maintain continuous registration in an academic program with the exception of summer breaks. However, at times it is necessary or desirable for a student to take a leave from enrollment for a period of time. Such leaves may be voluntary or involuntary, and will be handled in accordance with the Student Leave Policy. (E) Students on Medical Leaves must receive clearance from a university healthcare professional before they can return to housing. Information and instructions about returning to housing will be sent to the home of a student on Medical Leave. (F) Students may receive approval to study at other academic institutions. They must notify Student Life and provide official school documentation indicating their intent to return to housing. (G) Students who maintain matriculation, but are not enrolled may be approved for a personal leave. Students on a Personal Leave of Absence do not maintain their renewable housing status. (H) If Student Life cancels this License, it will also cancel all room charges following the NYU Shanghai Bursar Office refund schedule. If you never occupy, or you vacate, your assigned space without submitting a written cancellation request, or if your cancellation request is not approved by Student Life, this License will not be canceled and you will continue to be responsible for all fees due under or as a consequence of this License for the entire License Period.

## **5. TERMINATION OF LICENSE.**

NYU Shanghai reserves the right at any time, in its sole discretion, to terminate this License, to suspend you from student housing, to postpone or cancel the assignment of any space, or to postpone the commencement of the License Period (A) if you fail to pay any sum due under this License when due, violate any other term of this License, cease to be an NYU Shanghai student (including a Study Away student), or fail to occupy or improperly vacate the assigned space; (B) if the assigned space is unavailable for dormitory use or unusable due to any damage, construction, renovation, or repair; or (C) for any other reason that NYU Shanghai, in its sole discretion, deems to be good cause. If this License is terminated because of your failure fully to perform any of your obligations under this License, you will continue to be responsible for all fees due under or as a consequence of this License for the entire original License Period.

## **6. FEES AND PAYMENTS.**

All charges due under or as a consequence of this License must be received by the due dates specified in the bills and statements that you receive from NYU Shanghai, or NYU Shanghai may terminate this License, withhold registration and academic records, and/or hold you responsible for all costs, including collection agency and legal fees, incurred by NYU Shanghai in collecting past-due payments owed under this License.

## **7. OCCUPANCY AND USE/CONSOLIDATION.**

(A) You alone must occupy your assigned space during the License Period. (B) Any vacant space in the room may be filled by Student Life without prior notice to you. You shall not interfere with any occupant's use or enjoyment of the space or room. In an effort to create more housing options for incoming and existing residents, ensure equity, and maximize use of available space, NYU Shanghai will actively seek to consolidate vacancies within student housing. Students that are assigned to partially vacant rooms may be reassigned prior to check-in. This means that the hall, room, and/or roommates you select may be changed prior to Fall or

Spring Term check in if necessary for consolidation purposes. Consolidation may also occur during the academic year and students may be reassigned to other rooms, floors, or residence halls where necessary. (C) You may not transfer or assign any rights you may have under this License to any other person; any attempt to do so shall be null and void. (D) You shall use the room only for dormitory purposes and shall not permit any other person to use the room for any purpose without Student Life prior written approval.

## **8. REGULATIONS AND POLICIES.**

You agree to review and abide by all policies and regulations of NYU Shanghai, Student Life, Residential Life and the laws and regulations of Shanghai and the People's Republic of China (PRC) that are or shall become effective during the License Period. These policies and regulations are included in the NYU Shanghai Student Conduct and Policies, and other publications distributed by and available through NYU Shanghai. Violations of these policies, regulations, and/or laws may result in disciplinary action, including termination of this License without refund by NYU Shanghai, in its sole discretion.

All NYU Shanghai Freshmen, Sophomores and Study Away Students must live in NYU Shanghai housing. NYU Shanghai Juniors and Seniors may live off-campus if they have submitted a NYU Shanghai Housing Waiver and Release and been approved to live off campus in accordance with the Off-Campus Housing Policy.

## **9. TEMPORARY RESIDENCE REGISTRATION (Foreign Students).**

In accordance with PRC law, foreign students may only reside in the location where you are registered through the Temporary Residence Registration process (i.e., the location in your residence permit). (A) Your assigned space in NYU Shanghai housing is the location where you are registered. (B) You are prohibited from assisting or contributing to the unlawful residence of any other persons in any NYU Shanghai facility. (C) You are solely responsible for complying with PRC law regarding your residence permit and for any penalties levied for non-compliance. (D) If you remain in China after the end of the License Period, are approved to live off-campus in accordance with Section 8 or otherwise change your address in China, you will need to update your residence permit within 10 days of leaving your assigned space. Failure to register your change in residence may lead to penalties and may negatively impact your ability to obtain or extend your residence permit.

## **10. ACCESS.**

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

## **11. CONDITION OF PREMISES.**

(A) You shall maintain the room in a clean, safe, and undamaged condition at all times. You and any other persons assigned to the room shall be jointly responsible for cleaning and maintaining any kitchens, bathrooms, or other common areas. (B) You shall not alter the room or any furnishings therein in any way without Student Life prior written consent. (C) When you vacate your assigned space, you shall remove all your personal property and leave the room and any furnishings clean and in the same condition they were in when you commenced occupancy,

ordinary wear and tear excepted. You agree that NYU Shanghai may promptly dispose of any personal property left in the room after the end of the License Period. NYU Shanghai will assess cleaning, repair, and disposal charges equally among all those assigned to the room, unless individual responsibility is established before departure. (D) Charges for damage to any public areas or furnishings in a housing facility may be assessed, in NYU Shanghai's sole discretion, against any or all of those assigned to the floor or the entire facility.

## **12. PERSONAL PROPERTY.**

NYU Shanghai shall not be liable or otherwise responsible in any way for any loss of or damage to your personal property. (A) Students who must leave due to extenuating circumstances and receives approval from the university must coordinate to have items returned via shipping (at students personal expense) within 30 days of departure or items will be discarded. (B) Students who leave personal belongings after vacating the space without prior approval from the university will have items immediately discarded.

## **13. VACATE PROCEDURES.**

You shall vacate your assigned space, and officially check out and return all keys, by the end of the License Period (immediately upon cancellation or termination of this License). If you do not officially check out, return your keys, and vacate the space by that date, NYU Shanghai reserves the right to change the locks for the room, and not to allow you to enter the room or the facility in which it is located. You shall also be responsible for all costs and direct or indirect damages suffered by NYU Shanghai in connection with your failure to check out and vacate by that date, 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 Shanghai in connection with removing you from the assigned space.

## **14. MISCELLANEOUS.**

(A) This License is the sole agreement between you and NYU Shanghai regarding the assigned space, and may not be changed except by an instrument in writing signed by NYU Shanghai and you. (B) If any provision of this License shall be found to be invalid, the remaining provisions hereof shall continue in full force and effect. (C) In the event of a court determination of any NYU Shanghai liability to you in connection with this License, the aggregate amount of damages to be paid by NYU Shanghai shall not exceed the sum you paid under this License. (D) This License shall be governed by and construed in accordance with the laws of the PRC. You agree to submit to the jurisdiction of the courts in Shanghai, PRC, for the resolution of any disputes arising hereunder. (E) Time shall be of the essence in the performance of each of your obligations under this License.