

2022 – 2023 Occupancy Agreement
Office of Housing Services (“OHS”)

PREAMBLE

THIS HOUSING OCCUPANCY AGREEMENT (THE “AGREEMENT”) IS FOR THE ENTIRE 2022-2023 ACADEMIC YEAR FOR THE OCCUPANCY DATES LISTED IN SECTION 2 BETWEEN YOU (“YOU” OR “RESIDENT”) AND THE COLUMBIA UNIVERSITY, IRVING MEDICAL CENTER IN THE CITY OF NEW YORK (“CUIMC” OR “OWNER”) WITH RESPECT TO THE ASSIGNED RESIDENCE AT THE ADDRESS LISTED ABOVE (“SPACE “ or “RESIDENCE”).

You should read this Agreement carefully and if you have any questions or if you do not understand any provisions, seek clarification. Once signed, it is binding for the occupancy period listed in Section 2 of this Agreement. The Owner has the right to relocate the Resident, temporarily or permanently, if major construction or enhancements are being made to assigned space. Under certain circumstances, The University permits the termination of the Agreement, subject to the conditions as described in “Section 6: Cancellation by the Office of Housing Services/University” below, including payment of charges for administrative expenses and the cost of re-renting the space.

1. ELIGIBILITY FOR RESIDENCE

To be eligible for residence in CUIMC on campus housing during the academic year, residents must be registered as a full-time degree candidate at CUIMC for an approved program of academic work as determined by the school in which the student is enrolled. Residents will be asked to leave CUIMC on-campus housing, if their status drops to part-time. If a Resident ceases to be a full-time student at CUIMC, the Occupancy Agreement will end thirty days (30) after such termination and Resident agrees to vacate the apartment not later than the end of such thirty (30) day period.

At any time during the term of the Occupancy Agreement, Resident agrees upon request to furnish the OHS with proof that Resident is a full-time student at CUIMC within seven (7) days of the request. Resident’s failure to furnish said proof shall be a material breach of this Agreement.

Graduates have until the last day of the month in which they graduate to move out of CUIMC housing. May graduates must move out by the last day of their Occupancy Agreement.

2. LENGTH OF OCCUPANCY PERIOD

- Occupancy Period for new residents: **August 1, 2022 to May 31, 2023.**
- Occupancy Period for returning residents: **June 1, 2022 to May 31, 2023.**

The Agreement housing terms run for a specific period, which corresponds with the academic calendar of that Resident's specific school/program. All rent will be prorated based on when the resident picks up keys at check-in and returns keys at check-out. See Section 7 "Payments" for more information.

Recesses designated by the University that fall within the term of the Agreement are included in the occupancy period.

Residents who do not hold an occupancy agreement for the period following the occupancy period of this agreement must vacate on the last day of the Occupancy Agreement period. Residents must receive permission in writing from the OHS granting the extension of occupancy beyond the dates listed in this Agreement, and, if granted, a charge will be made for such occupancy. A request to extend occupancy beyond the occupancy period is not guaranteed.

For the summer following the occupancy period, residents conducting academic work at the University for the summer may be eligible to remain in residence beyond the end of their academic year. Proof of that work is required.

If Resident does not vacate and surrender the Apartment to Owner at the end of the Occupancy Agreement, Owner may dispossess Resident or other residents(s) and their property by summary proceedings, notwithstanding Resident's continued status as a full-time employee of or a full-time student at CUIMC or an affiliated institution.

3. USE OF SPACE

The Resident agrees to occupy the Residence, and not to permit any part of it to be occupied by any person not duly assigned or authorized in writing by the OHS. The Resident shall use the Residence for living purposes only. If the Residence is part of a multiple occupancy residence, it may only be occupied by the Resident. If the Residence is a couples' or family residence, it may be occupied by the Resident and their immediate family provided the Resident remains in occupancy of the Residence. Resident must inform and provide documentation to the OHS of names of immediate family members who will reside with the resident in the space assigned.

When a Resident ceases to be eligible for residence, Resident is expected to vacate the Residence and return all keys. Failure to vacate will result in the charges set forth in Section 5 and Section 6 and in the Owner repossessing the space and packing and storing the occupant's belongings. Any charges incurred in the packing and storing of belongings will be billed to the Resident. The University assumes no liability for loss, theft or damage during the packing or storing of items. Occupying multiple rooms within an apartment due to a vacancy is not allowed. If in violation of occupying multiple rooms, Resident will be responsible for a double occupancy charge equal to the rate of the second occupied room for the time spent in the room and must remove their personal items within 24 hours or incur additional fees.

It is a substantial obligation to the Resident, under this Occupancy Agreement, that the leased premises be utilized as the primary residence of the Resident. In the event the Resident ceases to use the leased premises as Resident's primary residence, it shall be a substantial default under the terms of this Occupancy Agreement. Notwithstanding anything to the contrary contained in this Occupancy Agreement, in the event of a default based on a failure to maintain the leased premise as a primary residence, the Resident shall have no opportunity to cure and Owner shall be entitled to terminate the Occupancy Agreement and Resident's right of occupancy on thirty (30) days' notice to Resident. Resident understands that it was a material inducement to Owner, to enter into this Occupancy Agreement, that the Resident utilize the leased premises as Occupants primary residence. Determination of the primary residence shall be in the sole judgment of the Owner, reasonably exercised. Among the other things that the Owner will consider in determining the issue of primary residence is whether the Resident occupies the leased premise for a period of not less than one hundred eighty-five days (185) in each calendar year. Notwithstanding the foregoing, Owner, in its sole discretion, reasonably exercised, will also take into consideration approved leave of absence and business travel of Resident.

Resident understands and agrees that without limiting any other provision of this Occupancy Agreement, no request for permission to sublet will be considered by the Owner unless the proposed subtenant is a full-time student at CUIMC and the assignment of the Space is consistent with the priority tenancy assignment system of CUIMC then in effect.

4. TRANSFER OR CHANGE OF ASSIGNMENT

Transfer or exchange of assignment is at the discretion of the OHS. OHS reserves the right to change an assignment for any reason at its discretion. Any Resident who occupies any space other than their Residence without written authorization from the OHS will be subject to charges equal to the rate of the unauthorized occupied room for the time spent in the room, and will be required to vacate the space occupying and return to their Residence.

Upon approval for transfer, the Resident must move and return keys from the old space within 2 days the new agreement is signed. If keys are not returned the by the second day, the resident will incur charges for both spaces until keys for the old space are returned to the OHS and the occupant has been officially checked-out of their old housing assignment.

5. CANCELLATION BY THE RESIDENT

The Terms and Conditions of the Agreement are binding for the entire occupancy period. However, under certain circumstances, the OHS permits the termination of the Agreement, subject to the conditions described below, including payment of charges for administrative expenses and the cost of re-letting the space.

- A. **PRIOR TO MOVING-IN/PRIOR TO START OF OCCUPANCY AGREEMENT:** Residents who elect to cancel the Occupancy Agreement prior to moving-in/prior to the start of the occupancy agreement must do by canceling the agreement on the CUIMC online housing portal. The fees for cancelling are as outlined below:
 - a. **COMMITMENT FEE (NEW STUDENTS ONLY):**

- i. For students applying for housing to move-in June 1, 2022 through December 31, 2022: Commitment fee will be refunded at 50% if cancellation occurs on or before July 1, 2022. Cancellations occurring after July 1, 2022 will forfeit the full commitment fee and no refund will be provided.
 - ii. For students applying for housing to move-in January 1, 2023 through May 31, 2023: Commitment fee will be refunded at 50% if cancellation occurs on or before December 1, 2022. Cancellations occurring after December 1, 2022 will forfeit the full commitment fee and no refund will be provided.
- b. APPLICATION FEE (NEW STUDENTS ONLY): In all cases, the application fee is non-refundable.
- c. ADDITIONAL PENALTY: In cases where a student maintains eligibility to reside on-campus (See Section 1, "Eligibility") and **cancels housing within 30 days of the start of the occupancy agreement**, a cancellation fee of \$1,500.00 will be assessed. A cancellation fee will not be assessed if a student vacates within 30 days of the last day of this occupancy agreement.
 - i. For new students, the start of the occupancy agreement is the selected move-in date. If a move-in date has not been selected by the student, August 15, 2022 will be used as the occupancy start date for the Fall 2022 semester and January 15, 2023 will be used as the occupancy start date for the Spring 2023 semester.
 - ii. For current/continuing students, the start of the occupancy agreement is June 1, 2022.

B. DURING THE OCCUPANCY AGREEMENT: Residents who elect to cancel the Occupancy Agreement during their assigned occupancy period for any reasons other than graduation, withdrawal, or leave of absence will be held responsible for a cancellation penalty of \$1,500. Residents who would like to cancel their housing during their assigned occupancy period must inform the OHS via the cancellation form on the CUIMC housing portal online at least 30 days in advance of the intended check-out date. In all cases, the application fee is non-refundable.

6. CANCELLATION BY THE OFFICE OF HOUSING SERVICES/UNIVERSITY

The OHS may cancel and assign a housing assignment if: a) The privilege of residing in on-campus housing is withdrawn by any duly constituted University disciplinary authority for violation of University rules and regulations; b) prior to check-in or during the Occupancy Agreement term, the occupant ceases to meet the eligibility requirements as indicated in Section 1 ("Eligibility for Residence") or due to leave of absence, withdrawals, graduation or separation from the University; c) the University finds such action appropriate for reasons of health, safety or emergency; d) a space is found to be occupied by anyone other than the authorized Resident and approved additional occupants; e) a violation by the Resident of any of the Agreement terms. In such cases, the occupant will be responsible for payment as outline in this agreement through the effective date of cancellation.

If the OHS terminates the Occupancy Agreement, the occupant agrees to vacate the space, follow the check-out procedures and comply with other OHS instructions and requests related to check-out. If a Resident fails to comply with such procedures, instructions and requests, OHS may repossess the space and take related action, including removing any property remaining in the space, changing the locks and prohibiting the occupant from entering the building in which the assigned space is located, all to the extent permitted by law. The occupant will be responsible for OHS costs in taking any of these measures.

If written notice of cancellation is not received by the OHS prior to the first day of the occupancy period, and if check-in does not occur within a 48-hour period, the Occupancy Agreement will be terminated. In such event, the Resident will be responsible for payment of a \$1,500 charge to cover administrative expenses and other expenses incurred by Owner; this fee may be waived for Residents who are withdrawing, taking a leave of absence, or deferring admissions to the University.

7. PAYMENTS & FEES

FOR NEW RESIDENTS: a one-time \$25 non-refundable application fee is due at the time of submitting your housing application. A \$500 commitment fee is due at the acceptance of your housing assignment offer. The commitment fee will be applied as a credit to your first month's housing charge.

FOR ALL RESIDENTS: Rent is billed monthly and all housing charges will appear on the online Student Account Statement ("SSOL") produced by Student Financial Services and are payable in the manner directed by that office. For your first and last month's rent, your charge will be prorated based on when you pick up your keys at check-in and return your keys at check-out. Payments must be payable to the order of Columbia University and include the student's nine-digit University ID number. For payment options, please contact Registrar and Student Account Services at (212) 342-4790 or visit <https://www.cuimc.columbia.edu/students/rsfs/>. Failure to make timely payments, or payment by check for which there are insufficient funds when presented for collection, may result in cancellation of the Agreement at the discretion of CUIMC. Please note that nonpayment does not constitute cancellation or exemption from cancellation charges.

8. RESIDENT RESPONSIBILITIES

- A. CHECK-IN: Each resident must formally check into their on-campus housing assignment at the time(s) and location(s) designated in the arrival information sent by the OHS. Failure to do so within 48 hours following the first day of the occupancy period will result in cancellation of the Occupancy Agreement as described in "Section 6: Cancellation by the Office of Housing Services/University." Residents who will not be checking in during this time period must notify the OHS regarding their arrival date.
- B. CHECK-OUT: A resident will be recorded as having checked out when all keys issued have been returned, personal items have been removed from your room and/or kitchen, refrigerator, cabinets, closets, etc. The Resident will continue to be charged for occupancy until all steps have been completed. Prior to check-out, the Resident must remove all personal items, refuse and discard material from the space and leave the space as it was found upon check-in. Belongings left behind in rooms after check-out will be disposed of by the Owner. Charges will be assessed for additional required cleaning, removal of abandoned property and/or damages to university property and will be billed directly to your student account.
- C. FURNISHINGS: The OHS prohibits the removal or alteration of furnishings, fixtures, appliances and locks provided by CUIMC. The OHS reserves the right to limit the addition or use by the resident of any furnishings, fixtures and appliances not provided by CUIMC. This includes but is not limited to microwave ovens, air conditioners, mini bar refrigerators, waterbeds. Common area furnishings, fixtures and appliances may not be moved under any circumstance, nor may furniture be removed from any building. The duplication of keys by any agent other than an authorized university personnel is prohibited.

- D. **HOUSEKEEPING:** The resident is responsible for cleaning the assigned space, including the furnishings, appliances and fixtures therein; for removing and properly discarding refuse regularly; and for maintaining satisfactory sanitation, garbage disposal and safety standards as determined by the OHS, the Recycling Law and Regulations, and the Fire and Housing Codes of the City of New York. In accordance with those codes, cooking in non-designated areas is prohibited.
- E. **LOSS OR DAMAGE:** The resident shall reimburse the OHS for all damages and expenses that OHS may suffer or incur for repair to the assigned space, its furnishings or facilities, or the furnishings or facilities of the assigned room/apartment caused by the resident's misconduct or neglect or by the misconduct or neglect of guests/additional occupants of the Residence. For multiple occupancy residences, charges for any damages or expenses incurred in an assigned space, or on a floor within the assigned room/apartment, or in any other space contracted for, will be divided equally among the residents thereof unless specific liability is assumed by the person(s) responsible and will be billed directly to your student account(s).
- F. **GUEST POLICY:** Residents agree to abide by [CUIMC Guest Policy](https://www.facilities.cuimc.columbia.edu/campus-life/campus-housing/housing-resources/housing-policies/community-policies) (<https://www.facilities.cuimc.columbia.edu/campus-life/campus-housing/housing-resources/housing-policies/community-policies>). Failure to abide by the Guest Policy may result in guest restrictions and/or termination of Agreement.
- G. **PAINTING:** Residents may not paint or otherwise alter the assigned space and common suite areas.
- H. **FLOORING:** Resident agrees not to install wall-to-wall carpeting unless Owner's written permission is first obtained. Resident agrees, at the end of the Agreement, to remove the carpeting and restore and repair the flooring at Resident's own cost and expense.
- I. **ADDITIONAL RESTRICTIONS**
- a) No pets, other than fish and turtles of a size that can be humanely kept in a small aquarium, are permitted in a residence with the exception of Service Animals or approved Emotional Support Animals. Birds, gerbils, hamsters, lizards, snakes, spiders and "visiting" pets are not permitted in the on-campus residential buildings.
 - b) No firearms, explosives or any type of weapon, including air pistols, BB guns and fireworks of any type, are permitted.
 - c) No candles, incense or similar open flames are permitted.
 - d) No storage of flammables or explosives of any type is permitted.
 - e) No tampering with fire extinguishers, alarms or other safety equipment is permitted.
 - f) No motorcycles or any gas engine vehicles are permitted.
 - g) No throwing of any items from windows and balconies is permitted.
 - h) No excessive noise that disturbs others is permitted.
 - i) No "live" holiday decorations such as wreaths or Christmas trees are permitted.
 - j) No soliciting or commercial activities are permitted.
 - k) No actions are permitted that are inconsistent with city, state and federal statutes and the Office of Housing Services policies and procedures as outlined in the Housing Policies section of the OHS website.
 - l) No structural modifications of any kind are permitted to any part of a room or residence hall (i.e. no additional appliances, dishwashers, etc.). Nothing may be attached to any wall or ceiling besides common pictures and wall decorations.

- J. **COMPLIANCE WITH THE UNIVERSITY COMPACT:** Residents understands that resident's signature of the Agreement (via DocuSign) indicates resident has read and understands *The Columbia Community Compact*. Resident agrees to adhere to the guidelines to ensure individual and community health. Resident recognizes that failure to follow the guidelines may impact resident's ability to reside on-campus and will permit the University to terminate this Occupancy Agreement immediately.
- K. **NOTIFICATION OF CHILDREN 10 YEARS OR YOUNGER:** You are hereby notified that, under Section 131.1 of the New York City Health Code, Owner is required to install window guards in the Apartment if a child or children ten (10) years old or younger lives or resides in the Apartment. Resident is required by this Health Code section to notify Owner at the Office of Housing Services, 50 Haven Avenue, New York, NY 10032, by certified or registered Mail, Return Receipt Requested, before Owner is required to install window guards. If Owner has not made this installation it is because you have not notified Owner that children in this age group live or reside in the Apartment. If at some future time a child ten (10) years of age or younger becomes a resident in the Apartment, such section of the Health Code further requires that Resident then inform Owner by certified or Registered Mail, Return Receipt requested, before Owner is required to install window guards.
- L. **ADDITIONAL HOUSING POLICIES:** Occupants are responsible for and should familiarize themselves with the policies found on the [Office of Housing Services website](https://www.facilities.cuimc.columbia.edu/campus-life/housing/housing-resources/housing-policies) (<https://www.facilities.cuimc.columbia.edu/campus-life/housing/housing-resources/housing-policies>).

9. INSPECTION

The Owner reserves the right to enter an assigned space for reasons of health, safety or emergency, necessary repairs, work orders or facilities and room inspections; for the purpose of insuring compliance with these Terms and Conditions of the Agreement; for inventory; and for making necessary repairs. Inspections may be announced or unannounced to the current resident.

10. LIABILITY

In the event of damage by fire, water, steam or other causes which renders an assigned space unfit for occupancy, the Owner reserves the right to reassign the resident(s) to alternate housing accommodations. If such alternate accommodations are not available, the Occupancy Agreement(s) may be terminated by the Owner without liability for damages.

If appliances in the premises are not functioning, upon the Owner receiving reasonable notice, the Owner will make efforts to restore the functioning of such appliances. There will be no decrease in the cost of housing in the event of non-functioning appliances.

The Owner shall not be liable, directly or indirectly, for any loss of or damage to any article or personal property anywhere on its premises, whether or not caused by the Owner's negligence.

11. INSURANCE COVERAGE

The Owner assumes no responsibility for the resident's personal property while they live on-campus in their assigned housing assignment. Insurance coverage is the responsibility of each individual resident. The

Owner strongly recommends that residents living on campus purchase property insurance on their own; or ensure that they are covered by their parent's property insurance. Insurance coverage is the responsibility of each individual resident.

12. OTHER

Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.

No provisions of this Agreement may be waived by the Owner except by a written instrument signed by the authorized representative of the Owner. No waiver of any term or condition shall be construed as a waiver of any earlier or subsequent term or condition.

13. AMENDMENT

These Terms and Conditions may be amended only with the written consent of both parties.