



# HOUSING LICENSE AGREEMENT

## 2017-2018

Q STUDENT RESIDENCES, LLC ("Licensor") does hereby license to \_\_\_\_\_ ("Licensee") a portion of a residential unit ("Unit") in the residential housing facility (the "Project" or "Premises" or "the Summit Apartments") on the campus of Queens College (the "School" or "College") of The City University of New York ("CUNY") located at 64-80 Kissena Boulevard, Queens, New York 11367 pursuant to the terms and conditions of this Housing License Agreement (this "License Agreement").

**1. LICENSOR'S AGENT:** Licensor has hired an agent, Capstone On-Campus Management, LLC, as property manager of the Project ("Agent") to conduct and handle business at the Premises for Licensor, as provided in this License Agreement. Such business includes, but is not limited to, resident issues, policies, procedures and collection of license fees. Whenever Licensor is referenced herein, Agent is authorized to act on Licensor's behalf in all respects. Agent will maintain an on-site management office ("Summit Office") at the Premises. All rights granted to Agent herein may also be exercised by Licensor.

**2. ELIGIBILITY:** Students must be admitted to Queens College or to a CUNY institution prior to acceptance of the License. To qualify for residency in the Premises, Licensee must be, throughout the term of this License, a student in good standing with Queens College or at a CUNY institution. All enrolled students attending Queens College, a CUNY institution, and current faculty and staff members of Queens College are eligible to live in the Premises. Licensor reserves the right to deny residency to, or terminate the residency of, any person not meeting the foregoing eligibility requirements.

Licensee hereby grants to Agent permission, from time-to-time at the election of Agent, to verify the continuing eligibility of Licensee for occupancy of a portion of the Project. If at any time Licensee fails to meet the applicable eligibility criteria for occupancy of a Unit, Agent may elect in the exercise of its discretion to terminate this License Agreement. Agent reserves the right to deny residency to any applicant not meeting the applicable written eligibility criteria for occupancy of a Unit.

**3. DESCRIPTION OF UNIT:** That portion of the Project licensed to Licensee shall consist of the non-exclusive use and occupancy in the unit type indicated below by Licensee's ranking preference below:

*Please rank your preferred room type using the following scale: 1=first choice; 2=second choice; 3=third choice; 4=fourth choice; 0=not interested*

- \_\_\_\_\_ (a) double occupancy space with a roommate in one bedroom of a two bedroom/two bath unit  
(total unit occupancy is three to four licensees and possible corner unit)  
Fee = \$6,010/semester / \$12,020/academic year
- \_\_\_\_\_ (b) single occupancy room in one bedroom of a four bedroom/two bath unit  
(total unit occupancy is four licensees)  
Fee = \$7,537/semester / \$15,074/academic year
- \_\_\_\_\_ (c) single occupancy room in one bedroom of a two bedroom/one bath unit  
(total unit occupancy is two licensees)  
Fee = \$8700.00/semester / \$17,400/academic year
- \_\_\_\_\_ (d) single occupancy room in one bedroom of a two bedroom/two bath corner unit  
(total unit occupancy is three licensees)  
Fee = \$8,964/semester / \$17,928/academic year

**4. TERM:** This License Agreement shall become a legal and binding agreement upon the execution hereof by Agent (for and on behalf of Licensor) and Licensee, and occupancy term beginning August 22, 2017 (the "Term Commencement Date") and ending at 12:00 noon on May 25, 2018 (the Termination Date") (the period beginning on the Term Commencement Date and ending on the Termination Date is referred to hereinafter as the "Term"). Any occupancy by Licensee of the Premises subsequent to the Term shall be pursuant to a separate written housing license agreement between Licensor and Licensee. Licensee does hereby acknowledge and agree that this License Agreement shall be in full force and effect for the entirety of the Term, unless cancelled in accordance with the provisions of this Agreement. The obligation of Licensee to make license payments shall continue for the entirety of the Term and until all such sums due hereunder have been paid in full, except as may otherwise have been determined by Licensor pursuant to this Agreement or the College's or CUNY's policies.

**5. LICENSE FEE:** The licensee fee payable to Licensor by Licensee hereunder ("License Fee") for occupancy of a portion of the Unit during the Term and all other fees due under the terms of this License Agreement shall be made to Q Student Residences, LLC. Licensee is responsible for payment of the License Fee to Licensor, regardless of whether a License Fee invoice is received by the Licensee. Late payments and any penalties assessed will include, but are not limited to College policies regarding late payments and overdue account collections.



All persons will be treated fairly and equally without regard to race, color, religion, gender, family status, disability, national origin, or source of income.

**6. PAYMENT PLANS FOR RESIDENTS:** The full semester License Fee amount is due on or before August 11, 2017, for the Fall 2017 semester and on or before January 19, 2018, for the Spring 2018 semester. College or CUNY student Licensees are able to set up a payment plan online through their CUNYfirst account. Non-QC Licensees have the option to establish a payment plan by submitting a Summit Payment Plan form to the Summit Office prior to move-in.

**7. LICENSE CANCELLATION BY LICENSEE:** License cancellations prior to occupancy will be accepted, subject to charges noted below, provided Licensee's written notification is received in the Summit Office by the dates specified below:

- Cancellation of this License prior to May 1<sup>st</sup> will result in forfeiture of the Reservation Fee (as hereinafter defined)
- Cancellation of this License on or after May 1<sup>st</sup> and before June 1<sup>st</sup> will result in forfeiture of the Reservation Fee plus an additional \$500 cancellation fee
- Cancellation of this License on or after June 1<sup>st</sup> and before July 1<sup>st</sup> will result in forfeiture of the Reservation Fee plus an additional \$1,000 cancellation fee
- Cancellation of this License on or after July 1<sup>st</sup> and before July 20<sup>th</sup> will result in forfeiture of the Reservation Fee plus an additional \$2,000 cancellation fee
- Cancellation on or after July 20<sup>th</sup> will result in the full housing amount unless the Licensor can find a new resident to replace the bed Assignment

**8. LICENSE CANCELLATION BY AGENT VIA REQUEST FORM:** Agent may release Licensee at any time from this License, after Licensee has taken occupancy, under limited circumstances upon receipt of written petition from Licensee requesting such extraordinary action accompanied by appropriate documentation (together, a "Cancellation Request"). To seek release from the terms and conditions, including financial or this License, Licensee must file a Cancellation Request with Agent. License releases are extraordinary, not automatic, and will be reviewed, with appropriate supporting documentation, if satisfying one of the following circumstances: For Licensees seeking to fulfill academic requirements of the College which require work outside of commuting distance to the College (i.e. study abroad programs, internships, or student teaching assignments more than 50 miles from the College); for Licensees graduating in December of the License Term; or for Licensees with exceptional circumstances (e.g. medical condition rendering the Licensee an undue hardship or rendering the Licensee unable to use and occupy). Review, for approval or denial of the Cancellation Request, will be conducted by Agent. A denial of the Cancellation Request will cause the Licensee to continue to be obligated to the License terms and conditions, including full financial responsibility, for the License Term. An approval of the Cancellation Request will include an effective date. If the Cancellation Request is granted due to exceptional circumstances, the Licensee will be charged according to the following calendar:

Fall 2017 Semester:

- For cancellations approved before September 30, 2017, Licensee will be responsible for 50% of the fall License Fee.
- For cancellations approved between October 1, 2017 through October 31, 2017, Licensee will be responsible for 75% of the fall License Fee.
- For cancellations approved from November 1, 2017 until the end of the semester, Licensee will be responsible for the full fall License Fee.

Spring 2018 Semester:

- For cancellations approved before February 28, 2018, Licensee will be responsible for 50% of the spring License Fee.
- For cancellations approved from March 1, 2018 through March 31, 2017, Licensee will be responsible for 75% of the spring License Fee.
- For cancellations approved from April 1, 2018 until the end of the semester, Licensee will be responsible for the full spring License Fee.

**9. UTILITIES:** Agent shall provide water, heat, and electricity, as well as wireless internet access and basic cable TV outlet. Agent shall provide refuse removal from the Premises; however, Licensee is required to place trash into the waste receptacles provided. Licensee is to conserve utilities by keeping windows closed when heating/cooling systems are in operation, and lights, appliances, and personal electronics turned off when not in use. Licensee must maintain heating and cooling at levels generally considered to be comfortable in the judgment of Agent and other licensees when the Premises are occupied. When the Premises are unoccupied in the cold weather months, Licensee shall set the thermostat to 60 degrees prior to leaving the Premises for the winter. When the Premises are unoccupied in warmer months, Licensee set the thermostat to the "off" position prior to vacating the Premises on or before the Termination Date.

**10. DEFAULT:**

A. Events of default under this License Agreement include, but are not limited, to:

1. Licensee's failure to pay when due any License Fee payments, additional charges or fees, or penalties under this License Agreement;
2. any breach or violation of the terms of this License Agreement, including failure to maintain eligibility status for residency in the Project;
3. refusal to vacate the Premises upon termination of this License Agreement;
4. violation of the Summit Resident Handbook, incorporated herein by reference, which may exist from time to time;
5. violation of the College's or CUNY's guidelines, policies, or procedures;
6. violation of any applicable Federal, State or local law, regulation, or ordinance.

B. Events of default shall constitute a breach of this License Agreement and may result in any, some, or all of the following:

1. termination of this License Agreement;
2. denial of future housing;
3. legal action;
4. repossession of the Unit;



*All persons will be treated fairly and equally without regard to race, color, religion, gender, family status, disability, national origin, or source of income.*

5. eviction from the Premises;
6. acceleration of all License Fee payments, making them immediately due and payable.

C. Exercise by Licensor of any of the foregoing remedies will not release Licensee from any of Licensee's obligations hereunder except upon special determination of Licensor pursuant to the College's or CUNY's policies. Upon the occurrence of an event of default hereunder, Licensee shall be liable for the following monetary payments:

1. all past due License Fee payments and charges;
2. all License Fee payments that would be due and/or accrue through the balance of the Term;
3. all applicable late charges, fines, penalties, insufficient funds or other check charges and the like;
4. all expenses that Agent may incur in repairing damage to the Premises; and
5. all court costs, collections costs, and reasonable attorney's fees.

Licensee acknowledges that Licensor reserves the right not to renew or continue this License Agreement for any periods subsequent to the Term. Should Licensee fail to pay any Licensee Fee installment when due or otherwise be in default of the terms of this License Agreement, Licensee agrees to quit and vacate the Premises on or before five (5) days after notice from Agent to quit and vacate the Premises. Failure of Licensee to so quit and vacate the Premises may result in the exercise by Agent of remedies available hereunder and pursuant to applicable laws.

**11. RESERVATION FEE:** All completed License Agreements must be accompanied by a non-refundable \$400.00 reservation payment ("Reservation Fee") for any new Licensee entering the Premises. The Reservation Fee is applied to the Licensee's first semester License Fee. Licensor's acceptance of a Reservation Fee does not constitute a guarantee of admission to the College or a guarantee of a housing assignment.

**12. ROOMMATES:** Licensee may request that other licensees of the Unit be persons identified by Licensee. In the event that any other licensee of the Unit shall fail to take occupancy, or shall cease to occupy the Unit pursuant to a License Agreement with Licensor, Agent shall have the right to make the Premises available to replacement licensees. Agent has no obligation to obtain permission from Licensee with respect to alternative or replacement licensees of the Unit and shall have no obligation to inform Licensee of new licensee assignments with respect to the Unit. Agent shall have no obligation to grant any request made by Licensee under this provision.

**13. RENEWAL:** This License Agreement terminates on the Termination Date. In the event Licensee wishes to enter into a new License Agreement for the next academic year, Licensee must comply with Agent's notices and procedures governing License Agreement renewals. Agent reserves the right to refuse to offer a license to occupy any portion of the Premises to Licensee during any subsequent term at Agent's sole discretion. Should Licensee desire to occupy any portion of the Unit after the Termination Date, Licensee must execute a new license agreement with Agent that may be at a different License Fee. If Licensee enters into a license agreement for the next academic year, at the option of Agent, Licensee may be permitted to remain in the same Unit for the term of such additional license agreement; however, Licensee understands that Agent shall be under no obligation to ensure that Licensee remains in the same Unit.

**14. ASSIGNMENT OR SUBLETTING:** Licensee shall not assign, sublet, or transfer his or her interest in this License Agreement.

**15. HOLDING OVER:** If Licensee fails to timely vacate the Premises, in addition to all other remedies available to Agent, a fee of ONE HUNDRED DOLLARS (\$100.00) per day will be charged to Licensee for each day or portion of a day past the Termination Date. In the event that any items of personal property are left in the Premises after this License Agreement has been terminated, whether by expiration of the Term or otherwise, Agent will consider such items to be abandoned.

**16. RIGHT OF INSPECTION AND ENTRY:** Licensee agrees that Licensor, Agent, the College, and/or their respective representatives and designees may enter the Unit at reasonable hours for the purpose of making inspections, repairs, and for any other purpose deemed necessary by Agent, and at all times during an emergency. A request by any other licensee of the Unit shall also constitute permission for Agent or its representative or designee to enter into the Unit. Agent reserves the right to conduct an administrative search when there is reasonable suspicion of the presence of prohibited items (*as outlined in the Summit Resident Handbook*) that may be considered a danger or hazard to the health and welfare of the Licensee and greater resident and College community and/or a violation of law.

**17. RELOCATION:** At any time during the Term, should Agent deem it necessary or desirable, Agent shall have the right to move Licensee to similar accommodations within the Premises.

**18. NOTICE:** Any notice or communication which either Licensee or Licensor is required to give the other shall be in writing, delivered by U.S. mail, addressed to Licensee at the address of the Premises and to Licensor at the Summit Office or to such other address as Licensee or Licensor may from time to time direct by written notice to the other. Any such notice or communication shall be deemed delivered three (3) days after being deposited in the U.S. mail.

**19. LIABILITY:** Neither Agent nor Licensor shall be liable for any personal injury to Licensee or Licensee's guests, or any damage or loss to Licensee's personal property or the personal property of Licensee's guests, including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft, or any other crimes, or damage attributable to water, smoke, power surges, fire, or any other calamity, irrespective of the cause. All personal property placed or kept in the Unit, or in any storage room or space or anywhere on the Premises, shall be placed or kept at Licensee's sole risk and Licensor shall not be liable for any damages to or loss of such property. The obligations of Licensor and Agent under this License Agreement shall not be binding upon Licensor or Agent named herein after the sale, conveyance, assignment or transfer by Licensor or Agent of their interest in the Premises. Prior to any such sale, conveyance, assignment or transfer, Licensor's and Agent's liability under this License Agreement shall be limited to Licensor's or Agent's interest in the Premises, and Licensee shall not look to any other property or assets of Licensor or Agent in seeking either to enforce Licensor's or Agent's obligations under this License Agreement or to satisfy a judgment for Licensor's or Agent's



*All persons will be treated fairly and equally without regard to race, color, religion, gender, family status, disability, national origin, or source of income.*

failure to perform such obligations. After any such sale, conveyance, assignment or transfer, to the extent that Licensor or Agent has any liability at all, the liability of Licensor or Agent for such obligations shall be limited to the proceeds received by Licensor from such sale, conveyance, assignment or transfer. Neither Licensor, Agent, nor any of the employees, direct or indirect partners, shareholders, directors or officers of Licensor or Agent shall be personally liable for the performance of Licensor's or Agent's obligations under this License Agreement.

**20. ACKNOWLEDGEMENT OF PROPER MOISTURE / MOLD PROCEDURES:** Licensee agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit. To prevent or minimize the occurrence and growth of mold in the Unit, Licensee hereby agrees to the following:

- Licensee shall (a) remove any visible moisture accumulation in or on the Unit, including moisture accumulation in or on walls, windows, floors, ceilings, and bathroom fixtures; (b) mop up spills and thoroughly dry affected areas as soon as possible after occurrence; and (c) keep climate and moisture in the Unit at reasonable levels.
- Licensee shall clean and dust the Unit regularly, and shall keep the Unit, particularly the kitchen and bathroom, clean and dry.
- Licensee shall promptly notify Agent in writing of the presence of any of the following conditions: (a) a water leak, excessive moisture, or standing water inside the Unit, and/or common areas; (b) mold or mildew growth in or on the Unit that persists; (c) a malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit.
- Licensee shall be liable to Licensor for damages sustained to the Unit or to the Licensor's property within the Unit as a result of Licensee's failure to comply with the terms of this Article.

**21. BEDBUGS:** Cimex Lecturalis, or the common bedbug, poses a serious issue to community living spaces nationwide. In a proactive effort to keep The Summit Apartments clear of this problem, we are partnering with our Licensees to educate them on methods of identification, prevention, and remediation.

- Licensee shall review and adhere to the Bedbug Information Pamphlet provided by The Summit Apartments electronically and/or by hard copy.
- All of Licensee's belongings must be free of bedbugs at the time of the Term Commencement Date.
- Licensee may not bring mattresses or furniture collected from the street or area around dumpsters into their Unit. All secondhand furniture must be thoroughly inspected by the Licensee and free of bedbugs prior to bringing it into the building.
- If Licensee has been exposed to bedbugs or suspects that they have been bitten by one or more bedbugs, they must notify Agent immediately.
- Licensees within the Unit must prepare their Unit as instructed by Agent for the treatment of any bedbug issues, including preventative treatment(s).
- If Licensee's belongings and/or furniture are found to have bedbugs, Licensee must cooperate with Agent's treatment efforts, which may include third-party involvement.
- Licensee's failure to cooperate with Agent's treatment efforts may result in Licensee being charged for all treatment costs and resulting damages and expenses.
- Licensee may be required to maintain detection devices in their Unit and notify Agent immediately upon any positive detection.

**22. USE OF FACILITIES:** Licensee may use all facilities of the Premises which Agent provides for Licensee's comfort, including, but not limited to common lounge areas, fitness center, music room, etc. Agent may revoke Licensee's limited rights to use of any of these facilities without affecting the remainder of this License Agreement. Licensee agrees that use of these facilities is solely at Licensee's own risk, and neither Licensor nor Agent shall be responsible for any injury to person or loss or damage to property arising out of Licensee's use thereof.

**23. COUNTERPARTS:** This License Agreement may be signed in counterparts each of which shall constitute an original and each of which shall be deemed to constitute a single instrument.

**24. PERMISSION:** The Licensee and parent, guardian, and/or sponsor grants permission for Owner or its Agent to contact at any time the Licensee's parent, guardian, or sponsor regarding any issue related to the Licensee's residency. Further, the Licensee grants permission to the Owner and/or Agent to request and receive information from the University, and for the University to release information regarding GPA, judicial/disciplinary status or history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility/disbursement.

Under federal law, the Licensee has the right to confidentially register with the Residential Life the name and contact information of an individual that Licensee would like contacted if it is determined that Licensee is missing from the campus and/or Licensee's whereabouts are unknown for a period of twenty-four (24) hours or more.

**25. SEVERABILITY CLAUSE:** If any provision of this License Agreement is determined to be invalid, the remainder of this License Agreement shall not be affected.

**26. INTERRUPTION OF SERVICE:** Licensee will receive no reduction in the License Fee, nor will Licensor or Agent be liable to Licensee, due to repairs or interruption of services to utilities, appliances, or other equipment due to defects or circumstances not caused by Licensor's or Agent's negligence or willful misconduct.

**27. GOVERNING LAW:** This License Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Any action or proceeding brought in connection with this License Agreement shall be commenced in a court of competent jurisdiction in the State of New York.



**28. CONDITION OF PREMISES AT CONCLUSION OF TERM:** Licensee shall be responsible for any and all damage or destruction to the Premises or Unit caused, directly or indirectly, by Licensee or Licensee's guests. As of the Termination Date, the Premises shall be in the same condition as they were at the Term Commencement Date, except for ordinary wear and tear.

**29. AGREEMENT CONSTITUTES A LICENSE:** Licensee hereby acknowledges and agrees that this License Agreement constitutes a license and not a lease, and that nothing contained in this Agreement creates a landlord-tenant relationship. In no event shall Licensee, by entering into this License Agreement, occupying the Unit, and/or otherwise performing in accordance with the terms and conditions of this Agreement, be afforded any rights or protections afforded to lessees or tenants under the laws of the State and City of New York.

**30. SUBORDINATION:** The rights of Licensee under this License Agreement are unconditionally subordinate to the lien of any mortgage now or hereafter in effect with respect to the Premises.

**31. OTHER CONDITIONS:** Licensee agrees that he or she has received and read the Summit Resident Handbook, CUNY Residence Hall Disciplinary Procedures, and CUNY Article XV / Rules for Maintenance of Public Order (Henderson Rules), (collectively referred to as the "Additional Conditions"). All the terms and provisions set forth in the Additional Conditions are incorporated by reference into this License Agreement. Licensee agrees to abide by the Additional Conditions and acknowledges that failure to do so shall be a default under this License Agreement which may result in the exercise of all applicable remedies hereunder.

**32. ALTERING LICENSE AGREEMENT:** Licensee understands that any modifications, changes, additions, or deletions of the terms of this License must be signed by both Licensee and Agent in order to be binding.

**RELEASES AND ACKNOWLEDGEMENTS:** *(Licensee must INITIAL EACH ITEM in the space provided)*

**1. PHOTOGRAPH RELEASE:** I hereby give permission to Licensor, Agent, and the College to use any photograph or photographic image taken of me while participating in events sponsored by The Summit Apartments, or while I am in any public spaces, grounds, or offices of The Summit Apartments. It is agreed that the use of my photograph or photographic image shall in no way be used in any other forum other than for legitimate business and College purposes. I hereby grant Licensor, Agent, the College, or any of their authorized agents or designees acting with their authority and permissions, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, or republish photographic portraits or pictures of me or which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now, or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. I also consent to the use of any printed or website matter in conjunction therewith. I hereby waive any right that I may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. I hereby release, discharge, and agree to permission or authority or those for whom acting from any liability by virtue of any blurring, distortion, alterations, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. I do hereby release and forever discharge Licensor, Agent, Queens College, The City University of New York, the Dormitory Authority of the State of New York, the City of New York, and the State of New York or any of their authorized agents, officers, employees and representatives from any and all demands, causes of action and/or judgments of whatever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credits, refunds, or any other monies due or to become due, or damages of any kind or nature and whether arising from common law or statute, arising out of, in any way, the use of my photograph or photographic image. This release contains the entire agreement between the parties and shall be binding upon and inure to the benefit of the successors and assigns of the Licensee and Licensor. (INITIALS) \_\_\_\_\_

**2. PACKAGE RELEASE:** I hereby authorize Licensor and Agent to accept packages, parcels, and deliveries on my behalf. I understand that packages, parcels, and deliveries accepted at The Summit Apartments may not be kept in a locked or otherwise secured area. I understand that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. I agree to hold Licensor and Agent free from liability or responsibility for packages, parcels, or deliveries should they be stolen, lost, damaged, or otherwise harmed. Further, I understand that if I fail to claim such packages, parcels, or deliveries, within seven (7) days, they may be returned to the sender or destroyed. (INITIALS) \_\_\_\_\_

**3. FITNESS CENTER LIABILITY RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE:** I fully recognize that there are dangers and risks to which I may be exposed by utilizing the Fitness Center at The Summit Apartments ("Fitness Center") during the Term of this License Agreement. I understand that neither Licensor nor the College requires me to participate in the use of the fitness facility, but that I may choose to do so, despite the possible dangers and risks. I agree to assume and take on all of the risks and responsibilities in any way associated with the use of the Fitness Center. In consideration of and return for the services, facilities, and other assistance provided to me by Licensor or the College in connection with the use of the Fitness Center, I release Licensor, Agent, Queens College, the City University of New York, the Dormitory Authority of the State of New York, the City of New York, and the State of New York (and their governing boards, officers, employees, and agents) from any and all liability, claims and actions that may arise from injury or harm to me, from my death or from damage to my property in connection with this activity. I understand that this release covers liability, claims and actions caused entirely or in part by any acts or failures to act of Licensor or Agent with respect to my use of the Fitness Center. I recognize that this release means that I am giving up, among other things, rights to sue for injuries, damages, or losses I may incur. I also understand that this release also binds my heirs, executors, administrators, and assigns. (INITIALS) \_\_\_\_\_



4. **INDEMNIFICATION AND INSURANCE NOTICE.** Neither Owner nor Agent shall be liable for any damage or injury to Resident or any other person, or to any property, occurring in the Unit, the Residential Facility or any part thereof, unless such damage or injury is the result of the negligence or willful misconduct of Owner or Agent, their agents or employees. Resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Unit. Resident understands that neither Owner nor Agent's insurance cover Resident's belongings from losses not caused by Owner or Agent's negligence and Owner and Agent strongly recommend that Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification." Resident may choose, at his/her own risk, to leave personal property in his/her Unit during holidays/breaks/low occupancy periods. However, Agent and Owner strongly encourage Resident to remove any valuable personal property, lock their doors, and take measures to secure their own personal property. (INITIALS) \_\_\_\_\_

5. **REQUIRED MENINGITIS VACCINE FOR RESIDENTS.** New York State law requires (or it is advised when living within a residence hall) that students residing in college housing be vaccinated against meningitis. Resident may be exempted from this requirement if Resident objects thereto in a written statement signed by the Resident (or parent/guardian if Resident is under 18 years of age), explaining how the administration of immunizing agents conflicts with the Resident's religious tenets or practices. Proof of vaccination or Resident's written objection thereto must be on file in the Residential Facility management office prior to Occupancy. (INITIALS) \_\_\_\_\_

**Please Read And Initial Next To Each Of The Following Statements.**

\_\_\_\_\_ I agree to assume the financial obligation and abide by the other terms contained in the 2017-2018 Summit License Agreement and that I  
*Initial* am personally obligated financially for the cost of this License Term (August 22, 2017 – May 25, 2018) and in accordance with the terms of this License Agreement. I have also read and accept the statement regarding collections as posted in the Undergraduate and Graduate bulletin of Queens College written as follows: "If you do not make full payment of your tuition and fees and other college bills and your account is sent to a collection agency, you will be responsible for all collection costs, in addition to whatever amounts you owe the college. Non-payment or a default judgment against your account may be reported to a credit bureau and reflected in your credit report."

\_\_\_\_\_ I understand that my Reservation Fee is not refundable if my 2017-2018 Summit License Agreement is cancelled or terminated or if I am  
*Initial* released from the terms of the 2017-2018 Summit License Agreement **for any reason** prior to the end of License Term, including but not limited to, cancellation before enrollment or for loss of housing due to financial, academic, or disciplinary ineligibility. I have read and understand that I will also be subject to fees (in addition to forfeiting the Reservation Fee), as described in this License Agreement, if cancelled or terminated prior to the end of the Term.

\_\_\_\_\_ I have read all thirty-three (33) sections of the 2017-2018 Summit License Agreement and the four (4) Releases and Acknowledgements  
*Initial* sections and assert that I am in compliance with all eligibility requirements. I understand that this 2017-2018 Summit License Agreement will be terminated should I be found to have misrepresented my eligibility. By signing this 2017-2018 Summit License Agreement, I agree to all the terms and conditions of this License Agreement.

\_\_\_\_\_ I understand that I must submit a signed and notarized Continuing Guarantor Form **prior to checking in**. Licensees over the age of 24,  
*Initial* international students, and graduate students may contact the Summit Office for alternatives to this form if they are unable to secure a guarantor.

**LICENSEE:**

**LICENSOR: Q STUDENT RESIDENCES, LLC**

\_\_\_\_\_  
(Signature)

By: Capstone On-Campus Management, LLC,  
Agent

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Parent or Guardian (if Licensee is Under Age 18):

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

