



## NEW YORKER RESIDENCE

This **LICENSE AGREEMENT** (this "**License Agreement**") made as of this \_\_\_\_\_, by and between **EHS-II, INC.**, a New York Not-For-Profit corporation, having an office at 55 Clark Street, Brooklyn, New York 11201 (hereinafter referred to as the "**Licensor**") and the Student Resident whose name is set forth at the end of this License Agreement (hereinafter referred to as the "**Licensee**").

### WITNESSETH:

**WHEREAS**, Licensor is the Tenant under that certain lease dated as of January 1, 2012, as amended from time to time, with respect to the leasing of certain property located in the Borough of Manhattan, City, County and State of New York and having a street address of 481 Eighth Avenue, New York, New York 10001 and known as the New Yorker Hotel (hereinafter collectively referred to as the "**Building**");

**WHEREAS**, Licensor operates the Building or a portion thereof for student housing;

**WHEREAS**, Licensee desires to license one or more of the units in the Building from Licensor; and

**WHEREAS**, Licensor is willing to enter into such a license on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby mutually acknowledged, Licensor and Licensee hereby covenant and agree as follows:

**1. LICENSE.** (a) Licensor hereby grants Licensee a license to use one bed with a private bathroom (bathroom is within the room, but may be shared by others in the room) in the Building, on the terms and conditions contained in this License Agreement. Licensor shall designate the location of the room in the Building covered by this License Agreement.

(b) Licensor and Licensee mutually intend that this License Agreement shall constitute a license and not a lease. Licensee hereby acknowledges that it shall not possess any rights as a tenant of any part of the licensed premises. This License Agreement and the rights of Licensee shall not be deemed to be or construed as a month-to-month tenancy or any other type of tenancy, and Licensee hereby waives any and all notices which would otherwise be required for a landlord to give to a tenant to terminate any such tenancy. The use of the licensed premises pursuant to this License Agreement shall be deemed a license pursuant to Section 713 of the New York Real Property Actions and Proceedings Law and pursuant to all other applicable laws and Licensee hereby waives any rights to raise any defenses that the use of the licensed premises is not pursuant to a license.

**2. TERM.** The term on this License Agreement shall commence on and expire on , unless sooner terminated as hereinafter provided.

**3. LICENSE FEE.** Licensee shall pay to Licensor a license fee of Dollars (the "**License Fee**") for the use of the licensed premises during the term of this License Agreement, which fee shall be payable in advance of the semester(s) in accordance with the schedule agreed to with Licensor. The License Fee is non-refundable except as set forth in the cancellation policy attached hereto as Exhibit A. The License Fee shall be paid at such place(s) in the U.S.A. as Licensor may designate, from time to time, without set-off, notice or deduction whatsoever. In addition, Licensee shall pay Licensor a non-refundable membership fee of Dollars (the "**Membership Fee**").

**4. DAMAGE DEPOSIT:** N/A

**5. FURNISHINGS AND SERVICE PROVIDED BY LICENSOR.** During the term of this License Agreement, Licensor shall provide in each of the unit (s) licensed hereunder, among other things, a bed, a desk, a chair, a refrigerator and a

television free of charge. **6. USE.** Licensee shall use the licensed premises for housing only.

**7. COMPLIANCE WITH LAWS, RULES, ETC.** Licensee shall not use or permit the use of the licensed premises in violation of any applicable laws, rules, regulations or ordinances, including the laws of the United States of America, the laws of the State of New York, the ordinances of the City of New York, the rules and regulations of the owner of the Building, the policies and procedures of Educational Housing Services, Inc. and any other rules and regulations of the university, college or school that Licensee is attending or company for which Licensee is interning.

**8. CONDITION OF LICENSED PREMISES.** (a) The licensed premises shall be delivered to Licensee on the commencement of the term of this License Agreement and Licensee shall accept licensed premises in its "as is" condition, and Licensors shall not be required to perform any work or alterations to prepare the licensed premises for occupancy by Licensee.

(b) Licensors shall be responsible for maintaining and repairing the licensed premises except that Licensee shall be responsible for the cost of any repair or maintenance, including painting, replacement of furniture or equipment arising from Licensee's activities, reasonable wear and tear excepted.

**9. ALTERATIONS.** Licensee shall not install anything in the licensed premises or perform any alterations, additions or improvements therein, without first obtaining the prior written consent of Licensors in each instance.

**10. NO LIABILITY.** Neither Licensors nor any agent or employee of Licensors shall be liable to Licensee for any injury or damage to Licensee or any other person or for any damages to or loss (by theft or otherwise) of any property of Licensee or of any other person, irrespective of the cause of such injury or damage, except to the extent caused by or due to the gross negligence or willful act of Licensors or its agents or employees.

**11. INDEMNITY.** Licensee shall indemnify and save harmless Licensors and its agents and employees from and against (a) any and all losses, costs, expenses, claims and liabilities including, but not limited to reasonable attorneys' fees and disbursements, (i) arising from (x) the use, occupancy, conduct

of the licensed premises by Licensee, or (y) any work or thing done, or any condition created in or about the licensed premises during the term of this License Agreement by Licensee, (ii) arising from any act or omission by Licensee or its agents, invitees, or contractors, (iii) arising from Licensee's failure to comply with any of the terms, covenants or conditions of this License Agreement, or (iv) any delay by Licensee in surrendering vacant possession of the licensed premises upon the expiration or sooner termination of this License Agreement, and (b) all losses, costs, expenses, claims and liabilities incurred in connection with each such claim or action or proceeding brought thereon. In case any action or proceeding is brought against Licensor by reason of any such claim, Licensee shall pay all of Licensor's costs (including without limitation, reasonable attorneys' fees and disbursements) incurred in connection therewith.

## **12. REMOVAL UPON EXPIRATION OR TERMINATION OF THIS LICENSE**

**AGREEMENT.** (a) Licensee, on or before the expiration or sooner termination of this License Agreement shall quietly and peaceably vacate the licensed premises and remove its property from the licensed premises so that the licensed premises are in the same condition (ordinary wear and tear excepted) as on the date of the commencement of the term of this License Agreement, and Licensee shall promptly repair all damage caused by such removal. Any property or items of Licensee remaining in the licensed premises after the expiration or sooner termination of this License Agreement shall be deemed abandoned and may be deposited by Licensor as it sees fit in its sole discretion at Licensee's expense. Licensee further agrees that Licensor shall have no liability for any disposal of property which is deemed abandoned.

(b) The parties recognize and agree that it would be difficult, if not impossible, to actually assess the damages which would be suffered by Licensor as a result of Licensee's failure to surrender vacant possession of the licensed premises on the expiration or sooner termination of this License Agreement. Licensee therefore agrees that if vacant possession of the licensed premises is not surrendered to Licensor on the expiration or sooner termination of this License Agreement, then

Licensee shall pay Licensor, as liquidated damages and not as a penalty, for each day and for any portion of a day during which Licensee holds over in the licensed premises after the expiration or sooner termination of this License Agreement, a sum equal to two hundred (\$200.00) Dollars per day. Such

liquidated damages shall not (i) limit Licensee's indemnification obligations founded upon Licensee's failure to surrender vacant possession of the licensed premises to Licensor on the expiration or sooner termination of this License Agreement or (ii) limit Licensor's rights of eviction against Licensee.

(c) Nothing contained in this License Agreement shall be deemed to authorize Licensee to remain in occupancy of any portion of the licensed premises after the expiration or sooner termination of this Agreement. In addition, Licensor shall be entitled to commence and maintain a special proceeding under Section 713 of the New York Real Property Actions and Proceedings Law and/or any other appropriate action to obtain possession of the licensed premises from Licensee and to enforce Licensee's obligations under this License Agreement. Licensee hereby waives any rights to raise any defenses that the use of the licensed premises is not pursuant to a license.

**13. NO PETS.** No pets shall be kept by Licensee in or about the licensed premises or the Building.

**14. NO REDUCTION IN LICENSEE FEE.** The License Fee payable by Licensee hereunder is fixed for the term of this License Agreement and is not subject to any reduction for the failure of Licensee to fully utilize the unit (s) licensed pursuant to this License Agreement.

**15. NO ASSIGNMENTS.** Licensee shall not assign, transfer, mortgage or encumber this license.

**16. ACCESS.** (a) During reasonable hours and with reasonable notice (except that such reasonable hours and notice are not required during emergencies or suspected violations of law, EHS policies, school policies or company policies (in the case of interns)), Landlord or Licensor or any of their representatives or agents may enter the licensed premises for the following reasons:

(1) To perform necessary or required repairs in the licensed premises or in connection with the performance of repairs, alterations or improvements to the building and / or other occupant's space;

(2) To show the licensed premises to prospective licensees who wish to license the licensed premises upon the expiration of the current student's license agreement;

- (3) To inspect the condition of the licensed premises;
- (4) If EHS or its staff, or the staff of the student's school, suspects a breach of law, EHS policies or school policies; or
- (5) In case of emergency.

(b) If at any time the student is not personally present to permit Landlord or Licensor or any of their representatives or agents to enter the licensed premises and entry is necessary or allowed by law or under this license agreement, Landlord or Licensor or any of their representatives or agents may nevertheless enter the licensed premises. Landlord and Licensor or any of their representatives or agents may enter by force in an emergency. Landlord or Licensor will not be responsible to the student, unless during any such entry Landlord or Licensor or any of their representatives or agents is negligent or misuses the student's property.

**17. SUBJECT AND SUBORDINATE.** This Agreement and all rights of Licensee hereunder are subject and subordinate to the terms and conditions of any and all underlying leases and mortgages which may now or hereafter affect the Building.

**18. DEFAULT.** (a) In the event of any non-monetary default by Licensee, Licensor may terminate this Agreement and the license granted hereunder by delivering oral or written notice thereof personally to Licensee advising of the default. Upon such termination, Licensee shall vacate the Licensed Premises within twenty four (24) hours. Licensor, in its sole discretion, may grant Licensee or other licensees' time to cure any default prior to termination of the license granted hereunder. However, such granting of time shall not constitute a course of dealing or waiver of Licensor's right to terminate this Agreement and the license granted hereunder and Licensee hereby waives any right to any defenses contingent on a course of dealing or waiver by Licensor.

(b) In the event that Licensee does not make timely payment of any installment of the License Fee, as provided in this Agreement, within five (5) days after the due date thereof, Licensor shall have the right to terminate this Agreement and the license granted hereunder on notice to Licensee. Upon such termination, Licensee shall vacate the Licensed Premises.

(c) In the event this Agreement and the license granted hereunder is terminated pursuant to this Section 18, Licensee shall not be entitled to any refunds and shall owe any remaining payments of the License Fee.

**19. WAIVERS.** Licensee hereby waives trial by jury in any action or proceeding brought against Licensee by Licensor relating to this Agreement. Licensee agrees not to claim any set-off or offset or interpose any counterclaim of whatever nature or description, except compulsory counterclaims, in any such proceeding or action.

**20. NOTICES.** All notices required or desired to be given hereunder shall be deemed properly given two days after being mailed by certified mail, return receipt requested, addressed to the parties at the addresses set forth in this Agreement. Either party may change its address by giving the other party notice of its new address. While the License Agreement is in effect, Licensor may deliver notice to Licensee at Licensee's address at the Building.

**21. NO BROKER.** Licensee represents to Licensor that Licensee had no conversations or negotiations with any broker or finder with respect to this Agreement. Licensee agrees to indemnify, defend, and hold Licensor harmless from and against any and all claims for fees and commissions and against any liability (including reasonable attorney's fees and disbursements) arising out of any conversations or negotiations had by Licensee with any broker or finder with respect to this Agreement.

**22. VALIDITY.** A determination that any provision of this Agreement is void, unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the applications of any provision of this Agreement to any person or under particular circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

**23. REMEDIES.** The parties hereby expressly acknowledge and agree that their remedies are cumulative, and that mention of a particular remedy in this Agreement does not preclude either from exercising any and all other rights and remedies available to it, whether at law or in equity.

**24. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered,

shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

**25. GOVERNING LAW.** This Agreement shall be governed and construed in all respects by the laws of the State of New York.

**26. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and no earlier statement or prior written agreement between the parties with respect to the subject matter of this Agreement shall have any force or effect. Licensee agrees that it is not relying on any representations, warranties or agreements other than those expressly contained in this Agreement. This Agreement shall not be modified or canceled except in a writing subscribed by all parties hereto. This Agreement shall bind the parties hereto and their successors and permitted assigns.

**27. SURVIVAL.** Licensee's obligations and liabilities under this Agreement shall survive the expiration or sooner termination of this Agreement.

**28. HEADINGS.** The headings contained in this Agreement are inserted solely for reference and shall not constitute a part of this Agreement nor affect its meaning, construction or effect.

**29. STUDENT ELIGIBILITY.** Licensee certifies either (a) that Licensee is currently enrolled as a student and is taking one or more classes, or (b) if Licensee is not taking one or more classes, Licensee both (i) is registered to take classes in the following semester, and (ii) is working at an internship (either paid or unpaid) that provides beneficial learning to the intern. Licensee certifies that if circumstances change and (i) if Licensee was an enrolled student when the semester began but Licensee is no longer an enrolled student, or (ii) if Licensee is a summer intern/employee and either (a) is no longer an intern/employee or, (b) if Licensee ceases to be an enrolled student in the upcoming fall semester, then, in either case (i) or (ii), Licensee must notify Licensor within 48 hours of the occurrence of such change in circumstances.

I \_\_\_\_\_ certify the above to be true. \_\_\_\_\_ (Initial Here)

**30. CODE OF CONDUCT** Licensee certifies that he/she has reviewed and agrees to abide by the terms of the [New Yorker Residence Code of](#)



Conduct (the “Code of Conduct”). Licensee understands that Licensor may update the Code of Conduct from time to time, with or without notice, and that the latest version of the Code of Conduct shall be found on [www.studenthousing.org](http://www.studenthousing.org). Licensee agrees to abide by the Code of Conduct, as in effect from time to time, and hereby waives any claims or defenses it may have with respect to the lack of notice of changes to the Code of Conduct.

**31. PHOTOGRAPHY** Licensee grants to Licensor, its affiliates, representatives and employees, the right to take photographs and video of Licensee and Licensee’s property at or near the Building and at or near the activities and events organized or sponsored by Licensor. Licensee authorizes Licensee, its affiliates, assigns and transferees, to copyright, use and publish the same in print and/or electronically (including via the internet and on social media). Licensee agrees that EHS may use such photographs or video of Licensee without compensation to Licensee and with or without Licensee’s name and for any lawful purposes, including for example, for such purposes and publicity, illustration, advertising and internet content (including social media). Licensee hereby releases the photographer/videographer and Licensee and its affiliates, employees or agents from all claims and liability relating to said photographs and video, and this release contains the entire agreement between the parties with respect to such photographs and video, and shall be binding upon and inure to the benefit of the successors and assigns of Licensee and Licensor.

**32. REGISTRIES.** Licensee certifies that she/he is currently not listed, and has never been listed, on any state, district, commonwealth or territory sex offender registry. If Licensee is not a resident of the United States of America or its territories or commonwealths, Licensee has not been convicted of any sexual offenses that are punishable by the laws of the State of New York if the offenses had taken place within the State of New York.

*I \_\_\_\_\_ have not been listed on any state, district, commonwealth or territory sex offender registry or have not been convicted of any sexual offenses that are punishable by the laws of the State of New York if the offenses had taken place in the State of New York.*

*I \_\_\_\_\_ certify the above to be true. \_\_\_\_\_(Initial Here)*

**33. FELONY.** Licensee has not been previously convicted of a felony.

*I* *have not been convicted of any felony.*

*I* *certify the above to be true.* \_\_\_\_\_ *(Initial Here)*

EXAMPLE NOT VALID

**IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written. LICENSOR: EHS-II, INC.**

**By:**     *Faye Bean*    

**Name:** Faye Bean

**Title:** Senior Vice President Leasing and Marketing

**LICENSEE:**

\_\_\_\_\_  
**SIGNATURE OF STUDENT:**

\_\_\_\_\_  
**NAME OF STUDENT:**

\_\_\_\_\_  
**ADDRESS OF STUDENT**

**EXHIBIT A  
CANCELLATION POLICY**

To ensure the integrity of your reservation, all cancellation requests **MUST** be received by EHS through DocuSign or sent via certified or registered mail. Your request **MUST** be processed by DocuSign by 11:59 pm, New York City time, or postmarked on or before the cancellation deadlines set forth below to be eligible for a refund. Cancellation requests processed or postmarked after the deadline or sent via a different method will result in **NO REFUND** of monies paid.

To request a cancellation form via DocuSign, please contact an EHS housing advisor by phone at (800) 297-4694 or +1 (212) 977-9099.

Cancellations of **SINGLE** semester reservations received or postmarked on or prior to the date set forth below for the semester will receive a refund of the Licensing Fee.

Cancellations of 9- or 12-month reservations received or postmarked on or prior to the deadline of July 15 will receive a refund of the Licensing Fee paid to date and the

obligations of any guarantor will be terminated. Once the July 15 deadline has passed, neither 9- nor 12- month reservations may be cancelled or abridged.

To convert a 9-month or 12-month reservation to a single semester reservation, the cancellation must be received or postmarked by July 15. Once the July 15 deadline has passed, a 9-month or 12-month reservation may NOT be converted to a single semester reservation.

Cancellations received or postmarked after the deadline will NOT receive refunds and the student will be responsible for the full cost of the reservation pursuant to the License Agreement. If there is a guarantor, the guarantor will be responsible to guaranty payment pursuant to the License Agreement and the Guaranty.

The student/intern also understands that the Membership Fee is NON-REFUNDABLE and NON-TRANSFERABLE.

All refunds are processed via check within 8-10 weeks and mailed to the student/intern.

Cancellation deadlines by semester:

- Fall Only Reservations - July 15
- 9 and 12 Month reservations- July 15
- Spring Only Reservations- Nov 15
- Summer Only Reservations - April 15

IF NOT USING DOCUSIGN, PLEASE SEND ALL CANCELLATION REQUESTS TO:

EDUCATIONAL HOUSING SERVICES, INC.  
ATTN: DIRECTOR OF LEASING  
CANCELLATION REQUEST 55 CLARK STREET  
BROOKLYN, NY 11201-2415