

**YALE UNIVERSITY
GRADUATE AND PROFESSIONAL SCHOOL STUDENT HOUSING CONTRACT 2011-2012**



Student Name _____ School/Dept: _____
 Student Name _____ School/Dept: _____

Building Name & Address: _____ Unit Type: _____

Charge: _____ for _____ Months/Semester Total: \$ _____ ("license fee").

I/We, the undersigned Licensee(s), hereby accept from Yale University a license to occupy the above housing unit for a term beginning _____ and ending _____ (the (the Term) subject to the terms and conditions set forth below and in accordance with and subject to any and all applicable and appropriate addendums which include Rules & Regulations and Apartment Lead Paint Disclosure, handbooks, bulletins and or regulations governing student conduct. I/We have read and understood all of the terms and conditions contained in this contract and agree to abide by them.

 Student Signature Date Student ID Number Student Signature Date Student ID Number

This Contract is not binding upon Yale University until it signs in the space indicated below, all required fees referenced below are received and a copy is forwarded to you. Yale University, as licensor and you, as licensee, enters into this agreement in consideration of and subject to the terms and conditions and covenants set forth herein. In this license, the terms "University" refer to Yale University and the terms "you" and "yours" refer to the person(s) signing the contract as licensees.

Approved by: _____ Title: Manager Date: _____

TERMS AND CONDITIONS

LICENSE: PERMITTED USE AND USERS: This contract is a binding legal agreement between you and the University that creates a license, not a lease, for the use of the above housing unit. The University reserves the right to make any changes in unit assignment or terminate this license and an assignment as necessary. The unit may be occupied by you and only such occupants who the University has approved in advance in its discretion. The University reserves the right not to approve any additional occupants of the unit including members of your family. Only individuals who have a confirmed affiliation with Yale University are eligible to sign new licenses for occupancy in our units.

ELIGIBILITY: I/We at all times during the term, must be enrolled as a student(s) in good standing in one of the graduate or professional schools of the University and must remain current on all financial obligations to the University, including the license fee, tuition and other charges. I/We also agree to comply with any and all applicable handbook, bulletins and/or regulations governing student conduct adopted by the University, including your graduate or professional program.

TERM: The term of this contract is stated above. I shall have no right to renew the term of this contract without the prior consent of the University. I agree to respond to the Graduate Housing Office in March of the term period to inform them whether I will be requesting renewal or vacating the unit. If I do not contact the Graduate Housing Office, the University shall conclude that I have no intention to renew and can enter into an agreement with another party at the expiration of the term.

PAYMENT: License fees are billed to each student's bursar account through University Student Financial & Administrative Services. License fees are billed by month/semester as indicated above. Any questions regarding the license fees and other charges should be directed to SFAS. Monthly charges are made thirty days prior to each month. Semester charges are made in advance of each term. The University reserves the right to continue charging license fees beyond the term period, until all keys are returned, your room/unit is in broom clean condition and completely empty of your belongings. You are liable for license fees through the end of the term of this license if you vacate the unit during the term period without the University approving a termination of this license.

FEES: All fees are due at the time of submission and signing of the contract:
Application Fee: A non-refundable fee of \$30.00 is required with all accepted **Apartment** and **Dormitory** applications.
Security Fee: A refundable fee is required with all applications as follows:
Apartments: One (1) month's payment of your license fee and appropriate key deposit.
Dormitories: \$470.00 (four hundred and seventy);
Dormitory Social Fee: A non-refundable annual fee is required of dormitory residents. Amount determined by dormitory building.

The University reserves the right to apply the security deposit to any license fees or other outstanding charges you may owe the University. Any refundable fees paid will be returned to you via the University SFAS student financial account, without interest at the end of the term period, provided that you have complied with all of the provisions of this contract.

TRANSFERS FROM ONE UNIT TO ANOTHER: Once assignments have been made, the University may, but shall not be obligated, to permit you to exchange your unit for another within the University's Graduate and Professional Student Housing. All transfers must be made in writing and subject to approval by the University in its sole discretion. All approved transfers will require the signing of a new contract and payment of a transfer fee of \$250.00.

VACATING THE UNIT: At the end of your license term, you must vacate the Unit and leave it in broom clean condition, and do the following before departure: (a) notify the Housing Office that you will not renew your contract (via the Intent for Housing form distributed to current residents in March) and provide your forwarding address; (b) remove all of your belongings from the unit and storage areas; (c) return all keys; (d) turn off all utilities for which you separately contracted; and (e) comply with all of the other provisions of this contract. Except as may be otherwise provided in this contract, you will be charged the full amount of the license fee through the last month of the contract even if you vacate before the end of the contract period. You will be responsible for any charges that the University may incur, including cleaning charges, as a result of your failure to remove your possessions and leave the unit in broom clean condition. Any belongings left in the unit or storage areas will be deemed abandoned and will be disposed of at your expense. A representative of the University will inspect the unit after you have vacated, to determine if you have complied with this contract and elaborated on in the Vacating Instructions that will be provided to you.

If you wish to vacate your unit *before the end* of your license term and to terminate this license, you must submit a written Request for Cancellation to the appropriate Graduate Housing Manager. This form will serve notice that at the date noted, you will vacate the unit. Your Request for Cancellation will be considered by the University and may be approved by the University in its sole discretion. If the University approves the Request for Cancellation, the other provisions of this contract, including those regarding the manner in which you must leave your unit, will apply. There is a \$250.00 contract cancellation fee, which will be applied against your security deposit. In order to assist in the approval process, you are encouraged to propose a qualified replacement that is currently enrolled as a graduate student and meets the other criteria of the University who is not already living in the Graduate Housing system, to fill your vacancy. The other provisions of this contract, including those regarding the manner in which you must leave your unit, will apply to any early termination. If the University does not approve your Request for Cancellation, you must continue to pay the license fee, even if you vacate the Unit.

CONTRACT CANCELLATION POLICY: The University may terminate this contract by written notice to you in accordance with University policy. The University may terminate this contract if it is determined that damage by fire, water, or the elements makes the unit unfit for occupancy; or the University decides to vacate the unit to prepare for or conduct renovation, demolition, construction, or any similar activity on the unit or the building. In any such event, if the University cannot offer you alternate housing, this contract will automatically terminate thirty days after the University gives you notice, or sooner if circumstances should require. Until the end of the period stated in such notice you will still be bound by the terms of this contract. You will be entitled to a prorated refund of the license fees paid as of the date you vacate, unless you caused, permitted or contributed to such damage. Other than any applicable refund of the license fee, you will not be entitled to any other recompense or damages for such cancellation. In the event of your death, this contract will be terminated and the fee will be adjusted on a pro rata basis as of the date of death and the security and key deposits will be returned to the estate of the deceased in accordance with the provisions of this contract.

CONTRACT ENFORCEMENT; EARLY WITHDRAWAL; MEDICAL/PARENTAL LEAVE: If you default in any of the obligations under this contract, including the obligation to pay the license fee in a timely manner, or if you make any false statement on your housing application, the University may terminate this contract upon written notice to you. Upon receipt of such notice, you must vacate the unit immediately and in compliance with this contract. In the event you default under this contract, the University shall be entitled to immediate payment of any amounts you may owe under this contract, and all legal and equitable remedies available, together with all damages, costs, and attorneys' fees it may incur as a result of such default. If you fail to comply with any provision of this contract, the University may at its option cure your default and bill you for the costs of doing so. If you are absent from the unit for more than two weeks during the term without prior notice to the University, or if you do not take occupancy within two weeks of the commencement of the term, you will be deemed to have defaulted hereunder and abandoned the unit. In addition to its other remedies, the University may give your unit to other occupants in the event of your abandonment.

If you must take a medical leave of absence, it must be properly documented and approved by your school and department. If you are otherwise in compliance with this contract, the University will refund a prorated portion of any license fees paid for the remainder of the term. Students granted 'Parental Leave' may continue to reside in their unit to the end of the academic semester for which the leave was first granted, but no longer.

Care of Premises: You accepted the unit in "as in" condition by moving in. If you notice any damage to the unit when you move in, you must report the damage to the University on the inspection sheet provided within one week of occupancy or you may be held responsible for the damage. The University performs pest control inspections or treatment on all units twice a semester. You are required to prepare your unit and cooperate with these inspections.

ALTERATIONS: You will not make any alterations or changes in or to the premises, facilities or utilities contained therein, without our prior, written approval of University Housing Management. University personnel and their agents are the sole service providers authorized to perform alterations, maintenance or repairs to the unit, building, and grounds. You are not permitted to obtain such services from unauthorized personnel. Any items installed with our permission will become our property upon installation and will be left in the premises when the license expires, or if we require, removed or renovated at your expense. You will be responsible for the cost of repairs for any damage to the premises caused by such removal.

Initials

KEYS & IDs: The Graduate Housing Office will issue one set of keys per resident living in the apartment or dormitory unit. Apartment residents who need additional keys must request extra keys from the Apartment Housing Office, submitting the required deposit amount for each key. Lost keys must be reported immediately. Replacing lost keys is a minimum charge of \$25 per apartment or dormitory key; \$100 for a lost apartment mailbox key. Changing locks is at the discretion of the Graduate Housing Office. Students may be responsible for the total cost of changing a lock and replacing lost keys. Students issued a University picture ID card must report lost ID cards to Yale Security and the Housing Office staff immediately. Replacement cards can be obtained at the ID Centers, per their replacement fee. Lost temporary access cards, issued by the Graduate Housing Office, will be replaced by the Graduate Housing Office for a fee of \$25.00.

PERSONAL PROPERTY: The University shall not be liable, directly or indirectly, for any loss of or damage to any article of your personal property or your vehicle occurring anywhere on University property, including loss or damage caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity, or the actions of third persons, except to the extent that such damage is caused by the willful misconduct of our employees or agents. Your vehicles must be registered with the University and are subject to the University's rules and regulations. Your personal property is not covered by University's insurance. Before you take occupancy of the premises, you are required to obtain renter's insurance coverage in an amount sufficient to protect yourself, your guests and your personal property, all from an insurance carrier licensed to do business in the State of Connecticut.

UNIT ENTRY AND INSPECTION: The University reserves the right to enter and inspect your unit and any storage areas used by you upon reasonable notice, or without notice in the event of emergency. To safeguard the health and safety of you and the other occupants of your unit/building and to repair, maintain or protect the integrity of the building and its systems, the University may deem it necessary or be required to enter your unit to make inspection or repairs without prior notice to you. No exercise by the University of any rights hereunder shall entitle you to any compensation, damages, or abatement of the license fee for any injury or inconvenience occasioned by such exercise. The University Fire Marshal shall have the right to enter and inspect the unit and storage areas at all times for fire hazards and you must comply with all of the Fire Marshall's directives on such matters.

COMPLIANCE WITH LAWS; GENERAL SECURITY AND LOSS OF PROPERTY: You, your family and guests must comply with all state, federal and local laws, regulations and orders governing yourselves and the unit. The University is concerned about your safety and the safety of your property. In order to assist the University in maintaining such safety, you should be vigilant and immediately report to the University Police (432-4400) any theft, crimes or any suspicious activity or person that you think might constitute a threat to security. The University Police should be notified immediately in the event of a theft or any crime that may occur in and around the unit.

STRIKES, WORK STOPPAGES, JOB ACTION, AND THE LIKE: No rebates will be given to you, nor may this contract be rescinded, on account of the interruption, as the result of a strike, work stoppage, union dispute, "job action" or other interruption of services customarily furnished by the University.

UTILITIES: If applicable to your unit, you are required to pay for and maintain utilities to your unit for the term period of this agreement. You are required to solely enter into a legal binding contract with the appropriate utility company and are responsible for all cost incurred with these services. The University is not liable for any utility or cost of utility that the resident separately contracted with. You are required to pay for the utilities named in your license; you are responsible for transferring utility services to your name at your license commencement and terminating services at the license conclusion.

SUMMER APARTMENT SUBLET: *The University restricts subletting to graduate apartments only.* The Graduate Housing Office allows for residents to sublet their apartment during the summer. All residents must comply with the following University policy:

- Sublet agreement must be completed by all parties and approved by a representative of the Graduate Housing Administration prior to contract holder departure and sublettor arrival.
- An inspection of the apartment being offered for sublet will be done by a representative from the Graduate Housing Office.
- All guidelines given to the contract holder must be followed.
- All advertisements (postings, whether electronically, published print or hard copy) need to be approved by the Graduate Housing Office prior to posting.
- Single students who live in shared occupancy units must have their roommates sign the sublet agreement to acknowledge that they have been informed.
- University student contract holder is fully responsible for making the monthly payments to SFAS during the sublet term.
- The contract holder assumes responsibility for all damages beyond normal wear and tear that may be caused to the premise during the period of subletting and bears all costs of such repairs.
- Any resident, who sublets their apartment in violation of the Graduate Housing Subletting Policy, is subject to University termination of their contract.

The University on-line database is available at www.yale.edu/och to post all summer sublet listings. Please submit the advertisement to the Graduate Housing Office for review before entering it to the on-line system.

SUMMER ACADEMIC LEAVE: In order to qualify for the reduced rent option (50%) during the months of July in the **Apartments** or June, July, and August in the **Dormitories** the following conditions must be met:

- Graduate Student must have a signed valid contract with Graduate Housing for term beginning on or after July 1st.
- The Graduate Student must provide the Graduate Housing office written confirmation/documentation on or before June 1st from their department or location of internship.
- Mail is to be forwarded to another address or held by the US Post Office. All keys (including mailbox) must be returned to the Graduate Housing office upon departure.
- Utility accounts must remain active and in the student's name while away.
- Empty all contents of refrigerator and freezer prior to departure. *Do not unplug the refrigerator.*
- Unplug all equipment that may be set on a timer (clock radios, stereos, etc.)

If these conditions are not met, the resident will be charged, to their SFAS account, the full monthly or weekly license fee.

PHOTOGRAPHS: The University reserves the right to use your photograph in university publications, including recruiting materials, university housing brochures and newsletters, and in electronic versions of those publications, and on bulletin boards in its facilities. If you prefer not to have your photograph used in this manner, you must inform the University's Housing Office in writing, and the University will make good faith efforts to prevent further use of your photograph.

PROHIBITIONS: The University restricts certain behaviors or items that they deem necessary. Full lists of prohibitions are listed in the University Graduate Housing Handbook. I/We agree to reading, understanding and obeying the prohibitions during the term period of this contract.

DINING SERVICES: Certain University Graduate Housing dormitories require compulsory meal plans, regardless of academic program or year. Dining Services is a separate operation and will apply the associated fees for all required plans. See Dining Services website at www.yale.edu/dining for associated costs.

RULES AND REGULATIONS; FINES: Residents are provided with a copy of the current Graduate Student Housing Handbook with their initial move-in. Updates of the handbook are available on line at the Graduate Housing website and a new copy is forwarded each summer to continuing residents via U.S. Mail. Residents shall read and comply with all rules and regulations adopted from time to time by the University. The University has established a fine system for violation of this contract, the Graduate Student Housing Handbook and any other established rules and regulations. A list of these fines is included in the Graduate Student Handbook which you have been provided. I/We agree to reading, understanding and obeying the fine system during the term period of this contract.

GUESTS: Registered guests are permitted to stay for up to one week's length of time per semester. You are responsible for your guest at all times, will ensure they abide by existing rules and policies, and must be present when the guest is visiting. The University reserves the right to restrict you from having guests or requiring guests to leave campus. There is no parking for visitors in University parking lots/garages; visitors will not be issued keys or electronic access cards to the unit they are visiting.

CONDUCT AND CONSIDERATION OF RESIDENTS: It is essential that all residents in University housing show mutual respect for one another and help to foster an environment conducive to research and study in reasonable comfort, quiet and privacy. Creating or permitting excessive noise is a particularly serious breach of the mutual respect that is required of all residents of University housing. Students must control use of their voices and use equipment, musical instruments, TV sets and the like at noise levels that are considerate of the needs of others. Quiet hours are to be respected from 10 PM until 8 AM the following day.

NOTICES: Notices under this contract shall be made in writing and delivered by hand, campus mail or by US Mail as follows: Notices to you shall be delivered to the unit; Notices to the University shall be delivered to the appropriate Manager (Apartments or Dormitories), Graduate Housing, Helen Hadley Hall, 420 Temple Street, New Haven, CT 06511-6802. Notice by electronic mail shall also be valid provided that the recipient gives the sender confirmation that the recipient received and opened the notice. Electronic notices will be deemed received when the recipient gives confirmation of receipt. All other notices will be deemed received when delivered, or if delivery is refused, upon such refusal. Either you or the University can change the address for notices by written notice.

INDEMNIFICATION: The University shall not be liable to you or your guests or any person claiming by, through or under you for any loss for bodily injury or death, and property damage, unless said loss or damage is caused by the negligence or willful misconduct of the University or its agents. You agree to indemnify, hold harmless and defend the University from and against any and all costs, liabilities, obligations, penalties, claims, damages, and expenses, including reasonable attorneys fees arising out of personal injury or property damage claims in, on or around or relating directly or indirectly to the unit, the use of it by you or your guests, except to the extent caused by the negligence or misconduct of the University or its agents.

MISCELLANEOUS: This contract represents the entire agreement on this subject matter and supersedes any prior oral or written agreements. This contract may only be revised in a written agreement signed by you and the University. Connecticut law governs this agreement. No third parties are intended to be benefited by this contract. Any waiver by the University of its rights under this contract shall not be deemed a continuing waiver. If this contract is signed by more than one person as occupant, all of the signers shall be jointly and severally liable for all obligations hereunder.

FAMILY MEMBERS who will reside in the Apartment:

Name.....(M or F) Relationship.....D.O.B.....

Name.....(M or F) Relationship.....D.O.B.....

Name.....(M or F).....Relationship.....D.O.B.....

Name.....(M or F).....Relationship.....D.O.B.....

Name.....(M or F).....Relationship.....D.O.B.....

Initials