

## HOUSING LICENSE AGREEMENT

Q STUDENT RESIDENCES, LLC ("Licensor") does hereby license to Emma Moore ("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, 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.

Open the Housing License Agreement

This is an important document, so make sure that you take your time to read it carefully and thoroughly.

# **▼**HELLOSIGN

**GET STARTED** 

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, 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:

- 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 two days prior to the start of the academic year (the "Term Commencement Date") and ending at 12:00 noon on the day following the end of Final Exams (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. <u>LICENSE FEE:</u> 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.

Page 2 of 7

- Rank your preferred room type, using 1 as your first choice, and 4 as your fourth/last choice. Use 0 if you are not interested in that type of room.
- Read the highlighted sections! Some rooms (Option B, for example) are NOT AVAILABLE, and Option D is for FEMALE STUDENTS ONLY.

**THELLOSIGN** 

6. PAYMENT PLANS FOR RESIDENTS: The full semester License Fee amount is due on or before January 17, 2020, for the Spring 2020 semester. College or CUNY student Licensees are able to set up a payment plan online through better CUNYfriest account. Non-QC Licensees have the option to establish appropriate plan by submitting a Sammit Pigennet Plan form to the Sammit Office prior to move-in.

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 on or before December 1st will result in forfeiture of the Reservation Fee plus an

\*\*Cancellation of this License on or after December 1st and on or before January 1st will result in forfeiture of the Reservation Fee plus an

8. LICENSE CANCELLATION BY AGENT VIA REQUEST FORM: Agent may release Licensee at any time from this License, after Licensee In the Control of Cont supporting documentation, a statistying of our time basishing crisimatures. For Licensee seeing to mini acaseus: requirement or the congress which require work outside of communing distance to the College it. et also plend progress, internelly, or souther teaching subjections more than 50 miles from the College), for Licensee graduation in December of the License Term, or for Licensees with exceptional circumstances (e.g. model.act) condition rendering the License under to use and ecopy; he Versive, for appears of orduring of the Cancellation Request, will be conducted by Agent within 10 days of receipt of the Cancellation Request. A denial of the Cancellation Request will be conducted by Agent within 10 days of receipt of the Cancellation Request. A denial of the Cancellation Request is will be conducted by Agent within 10 days of receipt of the Cancellation Request. A denial of the Cancellation Request. 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:

Spring 20120 Semester:

- For cancellations approved before February 28, 2020, Licensee will be responsible for 50% of the spring License Fee.

- For cancellations approved from March 1, 2020 drough March 31, 2020, Licensee will be responsible for 75% of the spring License Fee. . For cancellations approved from April 1, 2020 until the end of the semester, Licensee will be responsible for the full spring License Fee.

A LITLATES, Agent shall provide water, bett, and electricity, as well as winders interest access and basic cache. IV outst, Agent shall provide either entered from the Personnics between Licenses in required to place train into the suste receptive layer spread. Licenses is concerne utilized by lacepting windows closed when hosting/cooling system are in operation, and lights, appliances, and personal electrosic turned off when not in use. Licenses must maintain hosting and cooling a lavely generally considered to be controlled in the largetine of Agent and other licenses when the Premises are occupied. When the Premises are uncertained in a water morths. Licenses so that it is to 60 degrees prior to leaving the Premises for the water. When the Premises are uncertained in waterm controls. Licenses so that theremusts to the "Off positional" gives to searching the Premises for the water. When the Premises are uncertained in waterm controls. License set the thermostate to the "Off positional" gives to searching.

<u>DEFAULT:</u>
 A. Events of default under this License Agreement include, but are not limited, to:

- Licensee's failure to pay when due any License Fee payments, additional charges or fees, or penalties under this License Agreement;
   any breach or violation of the terms of this License Agreement, including failure to maintain eligibility status for residency in the
- 3. refusal to vacate the Premises upon termination of this License Agreement
- violation of the Summit Resident Handbook, incorporated herein by reference, which may exist from time to time;
   violation of the College's or CUNY's guidelines, policies, or procedures, or procedures,
   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 the following:

  - 4. repossession of the Unit;
- 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

- tor the rotowing monetary payments.

  1. all past the Licenne Fee payments and charges:

  2. all License Fee payments that would be due and/or accruse 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

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

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 the or otherwise be in default of the terms of this License Agreement, Licensee agrees to quit and vacue the Premises on or plotted from (5) days after oncide from Agent to quit and vacue the Premises. Pather of Licensee to so quit and vacue the Premises may result in the exercise by Agent of remotiles available hereunder and pursuant to applicable laws.

11. RESERVATION FEE: All completed Licemse Agreements must be accompanied by a non-relundable \$40.00 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 Le CALLEGATION CONTROLLEGATION OF THE CONTROLLEGATION OF THE CALLEGATION OF THE CALLEGATI

13. RENEWAL: This License Agreement terminates on the Termination Date. In the event Licensee wishes to enter into a new License Agreement To the next seademic year. Licensee must comply with Agent's notices and procedures governing License Agreement renewalt. Agent reserves the right to refuse to offer a lecense to occupy any portion of the Primises to Licensee during any subsequent term adapts sed education. The contraction of the Clini after the Termination Date, Licensee during any subsequent term adapts sed education. The contraction of the Clini 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

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, Agont will created away the men to be abundoned.

16. RIGHT OF INSPECTION AND ENTRY: Licensee arrees that Licenser. Agent, the College, and/or their respective representatives and to REDIT OF INSTANCES THE AND EXTENT. Learner agrices that Learner, specific the codings, and/or their respective representatives and at all items stating an entergrees, A respect by any other Enteres of the United Alla occusiating persistance for Agrice are in representative or designet to enter into the Unit. Agent reserves the right to conduct an administrative search when there is reasonable supplication of the presenter of prohibited items can sentioned in the Station Related Headmore Unit unity to conduct a damper or hazard to the health and welfare of the License 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 recommendations within the Premier.

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 Pernises and to Licensee at the Summit Office or to such other address as Licensee or License may ne to time direct by written notice to the other. Any such notice or communication shall be deemed delivered three (3) days after being deposited

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 19. IAMILIATE Penture Agent not Lucetion stant or tame to any perioda injury to Lucetice of Lucetice guests, or any caming or not not lucetive from the Lucetice's general property of the provided property of the post-not property in the foundation property of Lucetice's passes, should be not limited to a sup injury, hose of manage caused by among buffully, assault, vandalstam, their, or any other colambity, respective of the came. All personal property judged of kept in the Unit, or in any storage rooms opposer or apackers on the Premises, while be placed of kept at Lucence's sole risk and Lucetion shall not be halfe for any damages to or loss of such property. The obligations of Lucenser and Agent under this Lucence Agreement shall not be be faulte for any damages to or loss of such property. The obligations of Lucenser and Agent under this Lucence Agreement shall not be be faulte gong Lucenser or Agent named herein after the sale, conveyance, an augment our transfer by Lucenser 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 Agreemen 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 failure to

20. ACKNOWLEDGEMENT OF PROPER MOISTURE / MOLD PROCEDURES; Licensee agrees to take reasonable steps in order to preven



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

- . Licensee shall (a) remove any visible moisture accumulation in or on the Unit, including moisture accumulation in or on walls Laceties along a retiror and vertice mediane acclamanation in 0 to the circ. An observation process and the retiror and the circ. An observation of the circ. And ob
- Licensee shall promptly notify Agent in writing of the presence of any of the following conditions: (a) a water leak, excessive Lecence wait printings southy "split is wireing to use processed or also you be uniform; combined on the third accessor and an administration of the printing combined or the behind processes, (c) a malfunction in any not of the bening; and conditioning, or well exhibit the previous, (c) a malfunction that part of the bening; and conditioning, or well exhibit the printing of the conditioning of the conditioning of the conditioning of the condition system in the Unit.

  Lecence shall be liable to Licensor for daranges unstained to the Unit or to the Licensor's property within the Unit as a result of Licensor's failure to comply with the terms of this Article.

21. BEDBL'GS: Cinex Lecturalis, or the common bedbug, poses a serious issue to community living spaces nationwide. In a proactive effort to keep
The Sammit Apartments clear of this problem, we are partnering with our Licensees to educate them on methods of identification, pervention, and

- remediation.

   Licensee shall review and adhere to the Bedbug Information Pamphlet provided by The Summit Apartments electronically and/or by
  - All of Licensee's belongings must be free of bedbugs at the time of the Term Commencement Date.

  - Licensee may not being mattresses or furnisare collected from the street or area around dampaters into their Unit. All second hand familiare must be theroughly impected by the Licensee and fire or beofulge, pior to beinging it into the building.
     If Licensee has been exposed to obelings or suspects that they have been bitten by one or more beddings, hey must notify Agent.
  - 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 finess 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 Agen 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

24. PERMINSION: The Licensee and purent, guardian, and/or spensor grants permission for Owner or its Agent to contact at any time the Licensee's purent, guardian, or spensor 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 relates information regarding any, addicablication partner, and the properties of the Control of the Con history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility

Under federal law, the Licensee has the right to confidentially register with Public Safety 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 Licensee would like contacted if 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

26. <u>INTERRUPTION OF SERVICE</u>: Licensee will receive no reduction in the License Fee, nor will Licensor or Agent be liable to Licensee, due to requisir or interruption of services to utilities, appliances, or other equipment due to defects or circumstances not caused by Licensor's or Agent's neutroness or willful miscendact.

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 principlion 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

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 ctions afforded to lessees or tenants under the laws of the State and City of New York



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

30. SUBORDINATION: The rights of Licensee under this License Agreement are unconditionally subordinate to the lien of any mortgage now or

 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. License 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

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.

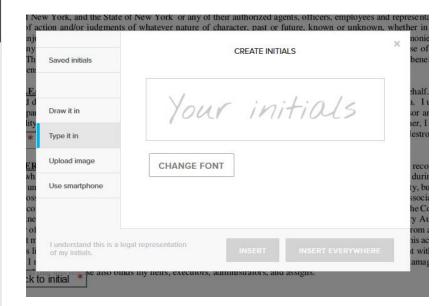
- Read pages 3-6 very carefully. These are the terms and responsibilities you will agree to in the next section.
- Make sure you understand everything that you're agreeing to, and everything you will be expected to abide

**▼**HELLOSIGN

**GET STARTED** 

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 re-publish 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 statue, arising out of, in any way, the use of my photograph or es and shall be binding upon and inure to the benefit of the successors photographic image. This release contains the entire agree and assigns of the Licensee and Licensor. (INITIALS)
- 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 re-publish 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 statue, arising out of, in any way, the use of my photograph or es and shall be binding upon and inure to the benefit of the successors photographic image. This release contains the entire agre and assigns of the Licensee and Licensor. (INITIALS)



- On page 6, you will start to initial your agreement to the terms.
- Your initials are the first letter of your first name, and the first letter of your last/family name.
- For example, the initials for <u>E</u>mma <u>M</u>oore are <u>EM</u>.
- You can type, draw, or upload your initials and then click "Insert" to put them on the page.

- 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
- 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 industrial to the content of the property of the property in the property of th
- 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 in the property of the unit of the unit of the result o





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

Page 6 of 7

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 the Residential Facility management office prior to Occupancy. (INITIALS)

 Continue reading and insert your initials as required.





immunizing agents conflicts with the Resident's religious tenets or practices. Proof of vaccing the 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 Spring 2020 Summit License

Agreement and that I

am personally obligated financially for the cost of this License Term 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."

am responsible *Initial* 

I have read and understand the CANCELLATION POLICY outlined in Section 7 and Section 8 of this document and that I for abiding by the process, should I submit a request to cancel this license.

EM \*

\_I understand that my Reservation Fee is not refundable if my Spring 2020 Summit License Agreement is cancelled or

terminated or if I am

released from the terms of the Spring 2020 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.

EM \*
Acknowledgements Initial

License Agreement

I have read all thirty-two (32) sections of the Spring 2020 Summit License Agreement and the five (5) Releases and sections and assert that I am in compliance with all eligibility requirements. I understand that this Spring 2020 Summit

will be terminated should I be found to have misrepresented my eligibility. By signing this Spring 2020 Summit License Agreement, I agree to all the terms and conditions of this License Agreement.

#### LICENSEE:

Click to sign

(Signature)

Print Name: Emma Moore Date: 11/08/2019

LICENSOR: Q STUDENT RESIDENCES, LLC

By: Capstone On-Campus Management, LLC, (Agent)

Print Name:

Title: Assistant Director of Operations

Saved signatures	CREATE SIGNATURE	
Draw it in	Your name	
Type it in	*	
Upload image	CHANGE FONT	
Use smartphone		
I understand this is a legal of my signature.	representation	

- Under "Licensee," select "Click to Sign."
- Using the "Create Signature" box, draw, type, or upload your signature.
- Your signature is your full name.

CONTINUE

#### You have completed all required fields. Please click 'Continue'.

600

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-two (32) sections of the Spring 2020 Summit License Agreement and the five (5) Releases and sections and assert that I am in compliance with all eligibility requirements. I understand that this Spring 2020 Summit

will be terminated should I be found to have misrepresented my eligibility. By signing this Spring 2020 Summit License Agreement, I agree to all the terms and conditions of this License Agreement.

### LICENSEE:



Print Name: Emma Moore
Date: 11/08/2019

#### LICENSOR: Q STUDENT RESIDENCES, LLC

By: Capstone On-Campus Management, LLC, (Agent)

Print Name:

Title: Assistant Director of Operations

Date: 11/08/2019

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

Print Name:



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

age 7 of 7

#### Almost done.

I agree to be legally bound by this document and the HelloSign Terms of Service.

Click on 'I Agree' to sign this document.

Edit

I AGREE



## HOUSING LICENSE AGREEMENT

Q STUDENT RESIDENCES, LLC ("Licensor") does hereby license to Emma Moore ("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 Premiers 1 icenses must be throughout the term of this 1 icenses a student in good standing with Queens College or at a CUNY institution. All
- After all fields are completed (REQ FIELDS in the top left corner will read "0," and a green bar saying "You have completed all sections" will appear), click "Continue."
- On the next page, click "I Agree."
- Print or save any pages for your records.