



HOUSING LICENSE AGREEMENT 2020-2021

Q STUDENT RESIDENCES, LLC ("Licensor" or "Owner") 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" or "License").

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, handling resident issues, enforcing policies and procedures, and collecting 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 entering into this License Agreement. 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 residency. If at any time Licensee fails to meet the applicable residence eligibility, Agent may elect, in its discretion, to terminate this License Agreement. Agent reserves the right to deny residency to any applicant not meeting the eligibility criteria.

3. DESCRIPTION OF UNIT: That portion of the Unit licensed to Licensee shall consist of the non-exclusive use and occupancy in one of the unit types indicated 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 = \$6,568 per Licensee per semester / \$13,136 per Licensee per academic year
- _____ (b) single occupancy room in one bedroom of a four bedroom/two bath unit
(total unit occupancy is four licensees)
Fee = \$8,238 per Licensee per semester / \$16,476 per Licensee per academic year
- _____ (c) single occupancy room in one bedroom of a two bedroom/one bath unit
(total unit occupancy is two licensees)
Fee = \$9,508 per Licensee per semester / \$19,016 per Licensee per academic year
- _____ (d) single occupancy room in one bedroom of a two bedroom/two bath corner unit
(total unit occupancy is three licensees)
Fee = \$9,796 per Licensee per semester / \$19,592 per Licensee per 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 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 License. The obligation of Licensee to make License Fees (as hereinafter defined) 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 License or the College's or CUNY's policies.

5. LICENSE FEE: The fee payable to Licensor by Licensee hereunder ("License Fee") for occupancy 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 are governed by and subject to College policies regarding late payments and overdue account collections, and a negative service indicator may be placed on the Licensee's



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College account.

6. PAYMENT PLANS FOR RESIDENTS: The full semester License Fee amount is due on or before August 21, 2020 for the Fall 2020 semester and on or before January 15, 2021 for the Spring 2021 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 PRIOR TO TERM COMMENCEMENT DATE: This License Agreement is a legal and binding agreement. By signing this License Agreement, Licensee assumes responsibility for the terms, conditions, and obligations contained herein. Licensees who wish to cancel the License Agreement prior to the Term Commencement Date must do so in writing by submitting the "License Agreement Cancellation Request Form". Approved requests prior to July 1st will incur a \$1,000 cancellation fee. Licensees who submit a License Cancellation Request Form on or after July 1st and are approved will incur a \$2,000 cancellation fee. Licensees whose cancellation requests are not approved are obligated to the full terms, conditions, and obligations of this License Agreement, including liability for the full payment of the License Fee.

8. LICENSE CANCELLATION AFTER TERM COMMENCEMENT DATE: This License Agreement is effective on the Term Commencement Date, whether or not Licensee takes occupancy of the Unit. Licensee is obligated to pay License Fees due until the Termination Date. 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, 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:

- Licensee is 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);
- Licensee is graduating in December of the License Term; or
- Licensee has an exceptional circumstance (e.g. medical condition rendering the License 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 within 10 days of receipt of the Cancellation Request. 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 2020 Semester:

- For cancellations approved and effective between the Term Commencement Date and before October 15, 2020, Licensee will be responsible for 50% of the fall semester License Fee and 0% of the spring semester License Fee.
- For cancellations approved and effective between October 15, 2020 through December 31, 2020, Licensee will be responsible for 100% of the fall semester License Fee and 0% of the spring semester License Fee.

Spring 2021 Semester:

- For cancellations approved and effective between January 1, 2021 and February 28, 2021, Licensee will be responsible for 50% of the spring semester License Fee.

For cancellations approved and effective between March 1, 2021 and the Termination Date, Licensee will be responsible for 100% of the spring semester License Fee.

9. SUSPENSIONS/EVICTIONS: Licensees who become ineligible to reside in the Premises due to violations of the terms of this License Agreement or for failure to maintain the required enrollment status as described in Section 2 above will remain responsible for all of the obligations of Licensees under this License Agreement, including the obligation to pay License Fees. If Licensee is evicted following an Event of Default (as hereinafter defined) under this License Agreement, Licensee will no longer be permitted to reside in or visit the Premises. If, in accordance with CUNY policy, Owner/Agent or College officials determine the Licensee may pose a threat to the safety of self or others and/or to the stability of normal educational functions of the College, Licensee may be temporarily suspended and removed from the Premises at the discretion of Owner/Agent or College officials pending the outcome of a disciplinary hearing.

10. 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 shall set the thermostat to the "off position" prior to vacating the Premises on or before the Termination Date.

11. 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



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Project;

3. refusal to vacate the Premises upon termination of this License Agreement;
4. violation of the Summit Resident Handbook, incorporated herein by reference;
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 the following:

1. termination of this License Agreement;
2. denial of future housing;
3. placement of a negative service indicator on the Licensee's University account;
4. legal action;
5. repossession of the Unit;
6. eviction from the Premises;
7. 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 License 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.

12. ROOMMATES: Licensee may request that other occupants of the Unit be persons identified by Licensee. In the event that any other occupants 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 occupants. Agent has no obligation to obtain permission from Licensee with respect to alternative or replacement occupants of the Unit and shall have no obligation to inform Licensee of new occupant 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 rate. 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. Licensee understands and agrees that a violation of this provision is grounds for the termination of the License.

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 beyond 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 occupant 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. USE OF ASSIGNED SPACE: Occupancy of space is permitted only by the Licensee to whom the space is assigned. Space may not be sublet to any other person(s). The Licensee may not share assigned space with any other individual(s) not officially assigned by the Agent. The Licensee may not refuse or prevent another assigned licensee from residing in a shared space (bedroom or unit). If the Licensee refuses or prevents a new



occupant from residing in a shared space, conduct action (including eviction), single room rental fees, or both, may be imposed on the Licensee. Use of space for specific visitation and guest policy information is governed by the *Resident Handbook* available online at the College's website.

CONSOLIDATION AND VACANCY OPTION: Consolidation is defined as the moving together of occupants by Agent who for some reason, not necessarily because of their actions, are in a unit that is not occupied to capacity. Units are normally to be occupied by four people. If one of the occupants does not check in or moves out, and the unit is identified to be consolidated, the remaining occupants may be offered up to two new unit options to choose from, at the option of the Agent.

19. 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.

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; and (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, and music room. 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.

25. MISSING PERSONS POLICY: Under federal law (The Higher Education Opportunity Act), 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 twenty-four (24) hours or more.

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



27. 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 willful misconduct.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 an Event of Default under this License Agreement which may result in the exercise of all applicable remedies hereunder.

33. 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.

34. PERSONAL PROPERTY AND INSURANCE NOTICE: Licensee understands that neither Owner's nor Agent's insurance covers Licensee's belongings. Licensee is solely responsible for obtaining any fire, extended coverage, liability, renters, property, and any other applicable insurance policies. Licensee 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 Licensee to remove any valuable personal property, lock their doors, and take measures to secure their own personal property. Owner and Agent shall not be liable for any damages to, or loss of, such property.

35. RELEASE OF LIABILITY AND INDEMNIFICATION: Owner and Agent shall not be liable for any personal conflict of Licensee with co-licensees, Licensee's guests or invitees, or with any other licensees that reside at The Summit Apartments. Owner and Agent shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Owner or Agent; and Licensee hereby expressly waives all claims for such death, injury, damage or loss. Licensee agrees to indemnify, defend, and hold harmless Owner and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs, and expenses) arising by reason of any death, injury, damage, or loss sustained by any person, including Licensee, Guarantor, and Licensee's guests and invitees to the extent not caused by the gross negligence or willful misconduct of Owner or Agent. All personal property placed or stored in The Summit Apartments, or in any storage room or space, shall be so placed or stored at Licensee's sole risk and Owner and Agent shall not be liable for any damages to, or loss of, such property. Licensee is encouraged to secure apartment-dwellers', renters, or similar insurance to cover any damage or loss to personal property kept by Licensee in or about The Summit Apartments and Owner and Agent shall not have any liability with respect to the same.

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 only be used 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 in 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 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,



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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 with respect to this subject matter hereof 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 or any of their authorized agents, officers, employees, and representatives 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. MENINGITIS VACCINE FOR RESIDENTS: I hereby affirm that I am in compliance with CUNY's immunization requirements and have completed and submitted all necessary immunization records to Queens College's Health Services Center or, if not a Queens College student, to my home institution's health services center. (INITIALS) _____

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

_____ I agree to assume the financial obligation and abide by all other terms contained in the 2020-2021 Summit License Agreement and that
Initial I am personally obligated financially for the costs of this License Term and in accordance with the terms of this License Agreement. I am aware that failure to make payment of the License Fee will result in a negative service indicator being placed on my University account. 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 have read and understand the CANCELLATION POLICY outlined in Sections 7 & 8 of this document and that I am responsible
Initial for abiding by the process, should I submit a request to cancel this License.

_____ I have read and understand the USE OF ASSIGNED SPACE policy outlined in Section 18 of this document and acknowledge that I am
Initial responsible for participating in reassignment if deemed necessary by the Agent or the College.

_____ I understand that if my 2020-2021 Summit License Agreement is cancelled or terminated or if I am released from the terms of the 2020-
Initial 2021 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, as described in this License Agreement, if cancelled or terminated prior to the end of the Term.

_____ I have read all Articles of the 2020-2021 Summit License Agreement and the four (4) Releases and Acknowledgements section and assert
Initial that I am in compliance with all eligibility requirements. I understand that this 2020-2021 Summit License Agreement will be terminated should I be found to have misrepresented my eligibility. By signing this 2020-2021 Summit License Agreement, I agree to all the terms and conditions of this License Agreement.

_____ I certify that I am over 18 years of age, or if I am under the age of 18, my parent or legal guardian will review and sign this Summit Housing
Initial License Agreement in the space provided.

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

(Signature)

(Signature)

Print Name:

Print Name:

Date:

Date:



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

LICENSOR: Q STUDENT RESIDENCES, LLC

By: Capstone On-Campus Management, LLC
Agent

Print Name: _____
Title: _____

Date: _____

SAMPLE



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