



# BARUCH LEADERSHIP ACADEMY

## Summer Program

### HOUSING LICENSE AGREEMENT

Last Name:	First Name:	Middle Initial:
Address:		

HOUSING LICENSE AGREEMENT, dated as of \_\_\_\_\_, 2019 ("License Agreement"), among Bernard M. Baruch College Summer Leadership Academy ("Licensor"), Baruch College of The City University of New York ("Baruch College"), and the student applicant named above (the "Resident").

Licensor has entered into an agreement with Educational Housing Services ("EHS") to provide housing at the premises located at 1760 Third Avenue, New York, New York (the "Residence Hall") for duly enrolled students of Baruch Leadership Academy. Housing in the Residence Hall is offered as a privilege, not as a matter of right, to students and resident assistants ("Resident Assistants") of Baruch College who meet and continue to meet, among other things, the eligibility requirements set forth in Section 3 below. Baruch College believes that housing in the Residence Hall will enhance the educational experience of students who are offered such housing, and has agreed to perform certain administrative services in connection with this License Agreement and the License offered pursuant hereto. Resident is being offered and wishes to accept housing at the Residence Hall.

Accordingly, the parties hereby agree as follows:

1. **License.** Licensor hereby licenses to Resident the right to occupy a portion of the Residence Hall (the "License"), identified as a two-bed room (double occupancy)   X   (the "Room"), subject to the terms and conditions of this License Agreement and the policies, procedures, codes of conduct, and rules and regulations of Baruch College, The City University of New York ("CUNY"), and the regulations, policies and procedures applicable to the Residence Hall and occupancy of the Room, as any of them may be amended from time to time.
2. **Agreement Constitutes a License.** Licensor and Resident acknowledge and agree that this License Agreement and the License granted hereunder constitutes a revocable license and not a lease, and that nothing contained in this License Agreement creates a landlord-tenant relationship. As a resident entering into a license and not a lease, Resident understands and acknowledges that the rights or protections afforded to lessees or tenants under the laws of the State of New York are not afforded to Resident.
3. **Eligibility.** To be and remain eligible for residence at the Resident Hall, Resident must be a residential student in good standing at the Baruch Summer Leadership Academy. Failure to maintain good standing during the Term (as defined in Section 5) may result in termination of the License at the discretion of Baruch College. Notwithstanding any such termination, Resident shall retain the full financial responsibility for payment of the License Fee (as defined in Section 6) and any other additional fees for the entire Term. Resident understands and agrees that Baruch College will verify eligibility from time to time without providing prior notice to the Resident. In the event that the Resident's License is terminated, Resident shall immediately vacate the Room and the Residence Hall.

4. **The Room.** The Room shall be used and occupied solely by the Resident(s) as a student dwelling. The Room includes only beds (two beds in a double occupancy room, or three beds in a triple occupancy room), desk (two desks in a double occupancy room), chair (two chairs in a double occupancy room), a microwave oven, a refrigerator, a flat screen T.V., and access to bathroom facilities. No other furniture may be moved into or installed in the Room. The Room is equipped for cable television service, high-speed internet and a phone line which the Residence Hall provides without additional cost. The Residence Hall has a 24-hour security officer and surveillance equipment. Depending upon the type of room Resident requests and subject to availability, Resident acknowledges and agrees that he or she may be assigned a double occupancy room, in which case he or she will be required to share the Room with another resident of the Residence Hall.
5. **Term.** This License Agreement shall become effective as a legal and binding agreement upon the execution hereof by Licensor, Baruch College and Resident, and, subject to Section 6(g), the License hereunder shall continue through July 9 – August 3, 2019 (the "Term"). Notwithstanding the effective date of this License Agreement, Resident may not take occupancy of the Room prior to the start of The Term date.
6. **License Fees and Payment Schedule; Payments.**

(a) Resident License fees ("License Fees") shall be based on the type of room assigned to Resident, as follows:

- (i) two-bed Room (double occupancy), one shared-bathroom unit for the four-week summer program: **\$3,500 (included in the \$6,495 program fee)**
- (ii) Resident understands and accepts all charges and obligations associated with this license agreement.

 **Initials** \_\_\_\_\_

(b) This License Agreement constitutes the **final payment schedule notice**. It is the Resident's responsibility to be mindful of and comply with this payment schedule:

- (i) Payment is due June 7<sup>th</sup>, 2019 .

 **Initials** \_\_\_\_\_

(c) Payments can be made by credit/debit card using our online payment portal.

 **Initials** \_\_\_\_\_

- (d) Additional fees, including but not limited to late fees, insufficient funds fees, lock-out fees, key/card replacement fees, cancellation fees, transfer fees, damage fees, etc., may be billed by Baruch College. Checks or money order tendered for payments of these fees shall be made payable to Baruch College. All payments shall be tendered in U.S. funds. Payments received will first be applied to any outstanding charges (including but not limited to late charges, damage repair and insufficient funds check charges) incurred by or on behalf of Resident, prior to applying payment to the current License Fee payment due and payable. In the event the payment is insufficient to pay in full all charges then outstanding, Resident shall immediately pay the difference, plus any late charges incurred by virtue of the failure of Resident to pay in a timely manner.

 Initials \_\_\_\_\_

- (e) The obligation of Resident to make the License Fee and all other fees, charges, costs, expenses, payments for damages and losses, and all other financial obligations of Resident under this License Agreement shall continue for the entirety of the Term and until all such sums due under this License Agreement have been paid in full. Resident acknowledges and agrees that this License Agreement, and Resident's obligations, under this License Agreement shall remain in full force and effect for the entirety of the Term and until all such sums are paid in full, regardless of whether Resident is for any reason unable to continue occupying the Room and the Residence Hall or whether the License is terminated for any reason whatsoever.

 Initials \_\_\_\_\_

- 7. **Utilities and Sustainability.** Water, heat, electrical, Internet and basic CATV service are provided. However, damages related to these services may be charged to residents as deemed appropriate by Licensor, Baruch College or EHS Resident is required to bag and place trash into the waste and recycling receptacles provided in designated locations at a frequency which reduces the likelihood of pests and vermin. Resident should conserve utilities by measures including: keeping windows closed when heating/cooling systems are in operation; lights, appliances, and personal electronics turned "off" when not in use; when occupied, maintaining heating and cooling at generally considered comfortable levels in the judgment of the management staff; when unoccupied, if within the control of Resident, reducing the thermostat to 60 degrees in colder months and turning "off" air conditioning in warmer months. Resident must obtain prior written permission, and is responsible for any and all costs associated with installation and monthly service fees or maintenance charges, for utility services not expressly described in this License Agreement or provided without charge by the Residence Hall.
- 8. **License Termination by Licensor.** Licensor, at its sole discretion, reserves the right not to renew or continue this License Agreement for any subsequent periods. Should any of the events set forth in Section 8(a) occur, Resident shall quit and vacate the Room and the Residence Hall no later than five (5) days after receiving notice of termination of the License from Licensor. Each of Licensor, Baruch College and EHS may exercise any and all rights it may have under this License Agreement and under applicable laws in the event Resident fails to vacate the Room and the Residence Hall upon such termination.

- (a) Events which represent Resident's breach of this License Agreement and may result in mandatory vacating of the Room and the Residence Hall:
- (i). Resident's failure to pay all License Fees, other fees, charges and other amounts due under this License Agreement when due;
  - (ii). any breach or violation of the terms of this License Agreement, including, but not limited to, failure to maintain academic eligibility;
  - (iii). any act or failure to act by Resident or a guest of Resident which constitutes a violation under the Residence Hall Violations, the current list of which is attached as Exhibit A to this License Agreement and incorporated in this License Agreement as if fully set forth herein;
  - (iv). refusal to vacate the Room and the Residence Hall at the end of the Term or at any date of earlier termination;
  - (v). any breach or violation of the policies, procedures, codes of conduct, or rules and regulations of Baruch College, CUNY or EHS, or regulations, policies and procedures applicable to the Residence Hall and occupancy of the Room, as they may exist from time to time, all of which are incorporated herein by reference;
  - (vi). any breach or violation of any applicable Federal, State or local law, regulation, or ordinance.

 **Initials** \_\_\_\_\_

- (b) In the event Licensor terminates the License due to a breach set forth in Section 8(a), Licensor may take any or all of the following actions:
- (i). denial of future housing;
  - (ii). repossess the Room;
  - (iii). eviction from the Room;
  - (iv). acceleration of all License Fees, cancellation fees, forfeiture of Security Deposit fee, other fees, charges and other amounts due and that would accrue through the balance of the Term under this License Agreement, making them immediately due and payable;
  - (v). legal action.

 **Initials** \_\_\_\_\_

- (c) In the event Resident breaches this License Agreement, Resident shall be liable for all fees (including, without limitation, reasonable attorneys' fees), charges, expenses and other amounts that Licensor, Baruch College, CUNY or EHS may incur in taking any action to effect Resident's vacating the Room and the Residence Hall, including legal action, repossession of the Room and the Residence Hall, and other action.

 Initials \_\_\_\_\_

- 9. **License Cancellation By Resident Prior to Occupancy.** Requests to cancel this License that are received in writing by Baruch College's Office of the Baruch Summer Leadership Academy on or before June 30<sup>th</sup>, 2019 will result in forfeiture of the \$250.00 Reservation Fee. Requests to cancel this License received on or after July 1, 2019 may result in all License Fee installments remaining due and payable according to the payment schedule set forth in Section 6, plus the assessment of a cancellation fee of \$1000.00.

 Initials \_\_\_\_\_

- 10. **License Release Upon Resident's Petition.** This License Agreement is for the full summer program. Subject to Section 6(g), Licensor may release Resident at any time from this License under limited extraordinary circumstances. **To seek release from the terms and conditions of this License Agreement, Resident must file a Petition for License Agreement Cancellation with appropriate supporting documentation with Baruch College's Office of the Baruch Summer Leadership Academy.** Resident must contact the Office of the Baruch Summer Leadership Academy and request a Petition for License Agreement Cancellation Form. Resident MUST fill-out and provide supporting documentation as specified in said form. License Releases are extraordinary, not automatic, and will be carefully reviewed. The Petition for License Agreement Cancellation will be reviewed for approval or denial by the Office of the Baruch Summer Leadership Academy. **If the Petition for License Agreement Cancellation is denied, the Resident shall remain obligated for all the License Agreement's terms and conditions, including financial responsibility, for the Term of the License. Resident will forfeit his or her \$250.00 Reservation Fee and remain financially responsible for all fees, charges, costs, expenses, payments for damages and losses, and all other financial obligations of Resident under this License Agreement for the remainder of the summer program. If the Petition for License Agreement Cancellation is approved, the notification to Resident will include an effective date and state which terms, conditions and financial obligations under this License Agreement Resident shall remain obligated to fulfill.**

 Initials \_\_\_\_\_

- 11. **Resident Use.** The Room shall be occupied exclusively by Resident for residential use only, and the Room and the Residence Hall shall be used for no other purposes. Resident shall not use the Room or any part of the Residence Hall for any purpose other than as housing for Resident. EHS and Baruch College staff may conduct such inspections as any of them deems necessary to determine whether the Room or any other portion of the Residence Hall is being used for any purpose proscribed hereby. Resident shall use and occupy the Room and the Residence Hall in compliance with applicable local, State, and Federal laws, and all policies, procedures, codes of conduct, and rules and regulations of Baruch College, CUNY, and EHS, and regulations, policies and procedures applicable to the Residence Hall and occupancy of the Room, all of which are incorporated herein by reference as if set forth fully herein. Any breach or violation of any of Baruch College or CUNY policies, procedures, codes of conduct, rules or regulations may subject Resident to Baruch College disciplinary charges and procedures. Please see Exhibit A of this document.

- 13. **Guests.** No other person or persons shall occupy the Room or the Residence Hall, besides approved family members or guardians. Baruch Leadership Academy students are not permitted to have guests during their stay in the residence hall.

 Initials \_\_\_\_\_

- 14. **Security Deposit Fee.** Resident has paid to Baruch College simultaneously with the execution and delivery of Application a reservation fee ("Reservation Fee") in the amount of Two Hundred and Fifty Dollars (\$250.00) to confirm Resident's interest and intent to formally occupy the Room on or after July 7, 2019. The Reservation Fee shall be applied to the program fee.

15. **Roommates.** Resident's request for specific roommates will be considered, but not guaranteed. In the event Resident's assigned roommate shall fail to take occupancy of the Room, or shall cease to occupy the Room, Licensor or Baruch College shall have the right, but not the obligation, to make the Room available to a replacement roommate. Neither Licensor nor Baruch College has any obligation to obtain permission from Resident with respect to alternative or replacement roommates and shall have no obligation to inform Resident of new roommate assignments with respect to the Room. **Baruch College supports diversity and offers a residential experience with people of different backgrounds and cultures. The residence hall system does not discriminate on the basis of gender identity, race, culture, ethnicity, age, disability, sexual orientation, religion or national origin.**

 Initials \_\_\_\_\_

16. **Relocation.** If at any time during the Term, Licensor, Baruch College, in its sole discretion deems it necessary or advisable to reassign Resident to similar accommodations within the Residence Hall or to other comparable accommodations, Licensor, Baruch College and EHSE shall have the right to do so. If relocation is required, it is Resident's responsibility to complete the move within the time-frame mandated by Licensor, Baruch College or EHS.
17. **Change of Room.** Resident must make any room change requests through Baruch College. Resident is not permitted to swap rooms or occupy vacant rooms unless written approval, specifying the permitted occupancy date of a different room, has been given by Baruch College. Resident may not enter or occupy the new room before the specified occupancy date.
18. **Condition Upon Vacating Room.** Resident shall be responsible for any and all damage or destruction to the Room or any portion of the Residence Hall caused, directly or indirectly, by Resident or Resident's guests.
- (a) Upon termination of the License at the end of the Term or earlier termination pursuant to this License Agreement, the Room must be the same condition as it was on the date of Resident's first occupancy, clean and broom swept, and in good condition except for reasonable and ordinary wear and tear,
  - (b) Upon vacating, Resident must return card key and mail-box keys to the Room and the building identification card.
  - (c) A checkout inspection of the Room will be performed by Baruch College Staff and their Determination shall be conclusive. Resident will be notified of any charges for damage or improper condition of the Room.
  - (d) Resident acknowledges that any of the following will result in a hold on Resident's Baruch College record and transcript:
    - (i). failure to adhere to Room and Residence Hall check out inspection;
    - (ii). failure to return the key cards and building identification to Baruch College upon expiration of this License Agreement;
    - (iii). failure to deliver the Room in a vacant and broom clean condition upon the expiration of the Term or on the date of earlier termination of the License; or
    - (iv). failure to pay all License Fees, other fees, charges and other amounts due.
19. **Failure to Vacate/Abandoned Property.** If Resident fails to vacate the Room and the Residence Hall at the end of the Term or earlier date of termination of the License, in addition to all other remedies available to Licensor, Baruch College and EHS, a fee of ONE HUNDRED DOLLARS (\$100.00) per day will be charged to Resident for each day or portion of a day past the last day of the Term or earlier date of termination of the License that Resident occupies the Room or the Residence Hall. In the event that any items of personal property are left in the Room or the Residence Hall after this License Agreement and the License hereunder has been terminated whether by expiration of the Term or otherwise, all such items shall be deemed abandoned and shall be discarded at the expense of Resident.

 Initials \_\_\_\_\_

20. **Right of Inspection and Entry.** Resident agrees that Licensor, Baruch College or EHS or their respective staff members, representatives or designees may enter the Room and the Residence Hall at reasonable hours for the purpose of making inspections, repairs, and for any other purpose deemed necessary by any of them, and at all times during an emergency. A request by any other resident of the Residence Hall shall also constitute permission for any of Licensor, Baruch College and CSE staff or their respective representatives or designees to enter into the Residence Hall or the Room.
21. **Interruption of Service.** Resident will receive no reduction in License Fees, nor will Licensor, Baruch College, CUNY or EHS be liable to Resident on account of repairs to the Residence Hall or the Room or interruption of services to utilities, appliances, or other equipment.
22. **Use of Facilities.** Resident may use all facilities of the Residence Hall which are provided for Resident's comfort, including common areas. Use of any of these facilities may be revoked at any time without affecting the remainder of this License Agreement. Use of these facilities is solely at Resident's and Resident's guests' and invitees' own risk, and Resident agrees that Licensor, Baruch College, CUNY or EHS shall not be responsible for any injury to person or loss or damage to property arising out of Resident's or Resident's guests' or invitees' use thereof.
23. **Liability.** Neither Licensor, Baruch College, CUNY or EHS, nor their respective officers, directors, trustees, partners, shareholders or employees shall be liable for any personal injury to Resident or Resident's guests, or invitees or for any damage or loss to Resident's personal property or the personal property of Resident's guests, including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft or any other crimes, or damage attributable to (including but not limited to) water, smoke, power surges, fire, or any other cause. Any personal property placed or kept in the Room or anywhere in the Residence Hall, shall be at Resident's or Resident's guests' sole risk.
24. **Contact Permission.** Resident grants permission to each of Licensor and to Baruch College to contact at any time the parent or guardian of any Resident regarding any issue related to Resident's occupancy of the Room or the Residence Hall or any issue related to payments or financial accountability.

 **Initials** \_\_\_\_\_

25. **Emergency: Health Permission, Insurance.** Resident is not required to have health insurance. However, it is strongly recommended that Resident obtain and maintain health insurance. Resident acknowledges that none of Licensor, Baruch College, CUNY or EHS shall have any responsibility for any costs, fees or other charges, financial or otherwise, for medical services or care for Resident.
26. **Insurance Acknowledgement.** Resident hereby acknowledges that any insurance carried by Licensor, Baruch College, CUNY or EHS does not cover Resident or Resident's guests, or Resident's personal property or the personal property of Resident's guests, including, but not limited to, damage or loss of personal property due to such perils as fire, wind, theft, water damage, etc. Resident acknowledges that he or she has been strongly encouraged to obtain renter's insurance which may provide coverage against these and other physical losses of property, in addition to providing temporary housing accommodations, and protection against personal loss.
27. **Photograph Release.** Resident hereby grants permission to Licensor, Baruch College, CUNY and EHS and their respective staff, employees and agents to take photographs, motion pictures, audio or video recordings, digital images or any likeness of Resident in any medium ("Photographs"), individually or with others at or in connection to Resident's use and occupancy of the Room or the Residence Hall or any events or activities therein, or while Resident is in any public places, grounds, or offices, in or near the Residence Hall. Resident also grants to Baruch College the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and to use, reuse, publish, or republish (and to license third parties to use, reuse, publish or republish) Photographs of Resident or in which Resident 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 Resident's own or a fictitious name, or reproductions thereof in color or otherwise, in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. Resident also consents to the use of any printed matter in conjunction therewith, and any oral presentation or any comments, remarks or responses

Resident makes in connection therewith. In granting such permission Resident hereby relinquishes any right, title and interest in the Photographs and waives any right that Resident may have to inspect or approve the finished product or other matter that may be used in connection therewith or the use to which it may be applied.

28. **Acknowledgement of Proper Air Quality; Moisture Control Procedures.** Resident agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Room. To prevent or minimize the occurrence and growth of mold in the unit, Resident hereby agrees to the following:
- (a) Resident shall (i) remove any visible moisture accumulation in or on the Room, including walls, windows, floors, ceilings, and bathroom fixtures, (ii) mop up spills and thoroughly dry affected areas as soon as possible after occurrence, and (iii) keep climate and moisture in the unit at reasonable levels.
  - (b) Resident shall clean and dust the Room regularly, and shall keep the Room clean and dry, and shall promptly dispose of trash in designated areas.
  - (c) Resident shall promptly notify the Residence Hall and Baruch College in writing of the presence of any of the following conditions: (i) a water leak, excessive moisture, or standing water inside the Room or in common areas, (ii) mold or mildew growth in or on the Room that persists, (iii) a malfunction any part of the heating, air-conditioning, or ventilation system in the Room.
29. **Mail.** Individual mailboxes are provided for each Room in the Residence Hall. Resident is responsible for arranging to have his or her mail forwarded at the end of the Term or earlier termination of this License Agreement. Resident acknowledges and agrees that neither the Licensor, Baruch College, EHS or their respective staff members, representatives and designees has any responsibility to have mail forwarded to Resident after Resident vacates the Room, or any liability resulting therefrom.
30. **Package Release.** Resident hereby authorizes Baruch College and the Residence Hall staff to accept packages, parcels, and deliveries as Resident's agent. Resident understands that packages, parcels, and deliveries accepted by EHS and the Residence Hall staff may not be kept in a locked or otherwise secured area. Resident understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Resident hereby agrees to hold Licensor, Baruch College, CUNY, EHS, and their respective staff members, representatives and designees free from liability or responsibility for packages, parcels, or deliveries that are lost, damaged, or otherwise harmed. Further, Resident understands that if Resident fails to claim any package, parcel, or delivery within seven (7) calendar days, they may be returned to the sender or destroyed. Resident understands that it is Resident's responsibility to have packages addressed to Resident in the same name Resident registered with Licensor, Baruch College, CSE and the Residence Hall, and any package not sent in such name may be returned to sender.
31. **Notices.** Any notice or communication which Resident, Licensor or Baruch College is required to give shall be in writing. Notice to Resident may be to Resident's email address (it is the responsibility of the Resident to monitor his or her email address on a daily basis, to update Baruch College with any changes to his or her email address, and to set spam-settings so that he or she can receive and see electronic correspondences from Licensor and Baruch College), Room door posting(s); or U.S. mail addressed to Resident at the address of the Residence Hall. Resident should direct communications to Licensor or Baruch College via U.S. mail addressed to the Baruch Leadership Academy, 55 Lexington Avenue, New York, New York 10010-5585. Notices and communications may be directed to such other address as a party may from time to time direct by written notice to the others.
32. **Force Majeure.** If any of Licensor, Baruch College or EHS is unable to perform its obligations hereunder, or if such performance is hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, or any other cause or event beyond such party's control, then such party shall be excused from performance of this License Agreement and will not have any liability in connection herewith.

33. **Separability Clause.** If any provision of this License Agreement or portion of such provisions is held invalid, the remainder of this License Agreement shall not be affected.
34. **Counterparts.** This License Agreement may be signed in any number of counterparts, each of which shall constitute an original and each of which shall be deemed to constitute a single instrument.
35. **Amendments; Modifications.** Resident understands that any modifications, changes, additions, or deletions of the terms of this License must be signed by Resident, Licensor and Baruch College in order to be effective and binding.
36. **Required Orientation.** Resident agrees to attend a required orientation seminar which shall be scheduled by Baruch College, at its discretion, sometime on or after July 7, 2019 at noon.
37. **Acknowledgment of Releases.** By initialing where requested and signing this License Agreement, Resident acknowledges and confirms that Resident has carefully read all the provisions, terms and conditions of this License Agreement, and fully understands all the provisions, terms and conditions of this License Agreement.
38. **Governing Law.** This 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.
39. **Curfew.** Baruch Leadership Academy students should be in their rooms by 10:00pm each day, unless that are attending a pre-arranged program with their Resident Assistant.
40. **Travel.** Students are not permitted to leave the residence hall on their own. The exception to this rule is to travel to and from the Baruch College campus to attend the Baruch Leadership Academy day program. All other travel must be organized and chaperoned by the Resident Assistant.
41. **Excusal from Programs/Residence Hall.** If s student is unable to participate in a co-curricular program or will not be spending the night in the residence hall, a signed letter by a parent or guardian must be submitted to Baruch Leadership Academy staff at least 24 hours in advance.
42. **Policy Violations.** Any violation of policies listed in this agreement, the Residence Life guide, or Baruch Leadership Academy Code of Conduct will result in immediate dismissal from the program and residence hall without refund.

**IN WITNESS WHEREOF**, Licensor, Baruch College and Resident have caused this License Agreement to be duly executed as of the date first above written.

RESIDENT:



\_\_\_\_\_  
(RESIDENT'S SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(E-MAIL ADDRESS)

If resident is under 18 years of age, parent or legal guardian must sign and print below (leave section blank if resident is over the age of 18):

\_\_\_\_\_  
(PARENT/GUARDIAN SIGNATURE if Resident is under 18)

\_\_\_\_\_  
(PRINT NAME)

**NAME AND CONTACT INFORMATION FOR PARENT OR GUARDIAN FOR PURPOSES OF SECTION 24:**

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

Home number: \_\_\_\_\_

Cell number: \_\_\_\_\_

Email: \_\_\_\_\_

**LICENSOR [signed by Baruch staff only]:**

Baruch College Summer Leadership Academy

By: \_\_\_\_\_ Nasir Islam \_\_\_\_\_  
(SIGNATURE) (PRINT NAME)

BARUCH COLLEGE:

By: \_\_\_\_\_ Nasir Islam \_\_\_\_\_  
(SIGNATURE) (PRINT NAME)

**EXHIBIT A RESIDENCE HALL**  
**VIOLATIONS**

Important: Residents will be held responsible for any policy violations and for any policy violations by their Guests. Any Resident or guest who was present when a violation occurred may be subject to disciplinary action even though he or she did not actively participate in the offense. Prohibited items described in this section will be confiscated.

1. Tampering with fire extinguishers, alarms, sprinkler systems, smoke detectors, emergency exits or other safety equipment.
2. Possession and/or use of extension cords to power multiple appliances as opposed to power strips, which are permitted.
3. Possession and/or use of flammable decorations, appliances or other property that may be deemed a fire hazard, including but not limited to candles, incense and evergreens.
4. Possession and/or use of cooking and other household appliances in the Residence Hall other than existing microwave units are prohibited.
5. Possession of unauthorized furniture.
6. Possession of weapons including but not limited to knives, mace, explosives, fireworks, firearms or ammunition.
7. Possession or storage of a gas engine or any form of combustible fuel in the Residence Hall.
8. Keeping pets or animals in the Residence Hall.
9. Possession, use or distribution of an alcoholic beverage.
10. Possession, use or distribution of an illegal or controlled substance and/or related paraphernalia.
11. Smoking in the residence halls, or possession of smoking devices such as bong and hookahs.
12. Throwing or allowing any objects or substances to fall from Residence Hall windows, doors, terraces, ledges, roof or other areas.
13. Unauthorized solicitation or recruitment of any kind.
14. Failure to maintain acceptable standards of personal hygiene or room cleanliness to the extent that such failure interferes with the general comfort, safety, security, health or welfare of a member of the Residence Hall community.
15. Disorderly, disruptive, or aggressive behavior that interferes with the general comfort, safety, security, health or welfare of a member of the Residence Hall community or the regular operations of the Residence Hall.
16. Any harassment or abusive behavior toward another individual.
17. Physical violence, actual or threatened, against any individual or group of persons.
18. Engaging in or threatening to engage in any behavior that endangers the health or safety of another person, property, or oneself.
19. Unauthorized access to or use of restricted areas in or about the Residence Hall, including but not limited to roofs, ledges, terraces, basements, storage areas or emergency exits.
20. Participation in or contributing to the unauthorized entry of another individual including fraudulent misrepresentation, using false identification, etc., into any part of the Residence Hall.
21. Theft, vandalism or damage to another Resident's property or CSE or Baruch College property.
22. Excessive noise as defined by any New York City ordinance or the Residence Hall policy on noise.
23. Failure to present a valid ID card or properly identify oneself when entering the Residence Hall or when requested to do so by any authorized EHS or Baruch College staff member.
24. Unauthorized possession, use, or duplication of a Residence Hall room key.
25. Unauthorized Residence Hall room change.
26. Installing an unauthorized lock on a room, bedroom, bathroom or suite door.
27. Failure to lock Room doors.
28. Exhibited or affixing any unauthorized sign, advertisement, notice or other lettering, flags or banners, that are inscribed, painted or affixed to any part of the inside or outside of the Residence Hall or building (other than items affixed entirely inside a Resident's room in a non-damaging manner).
29. Failure to comply with an administrative request from a EHS or Baruch staff member.
30. Failure to comply with a request of a Baruch College Resident Assistant or EHS Resident Assistant.
31. Failure to comply with or successfully complete the terms of a judicial, administrative or Baruch College sanction.

 **Initials** \_\_\_\_\_