



HOUSING LICENSE AGREEMENT

Q STUDENT RESIDENCES, LLC ("Licensor") does hereby license to _____ ("Licensee") a portion of a residential unit ("Unit") in the residential housing facility (the "Project" or "Premises") 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. All rights granted to Agent herein may also be exercised by Licensor.

2. Eligibility. Students must be admitted to Queens College 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. All enrolled students attending Queens College and current faculty and staff members of Queens College are eligible to live in the premise. Owner 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, from time-to-time 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 portion of the Project, 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 portion of the Project.

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 initials:

Initial (a) a double occupancy space with a roommate in one bedroom of a two bedroom/two bath unit (total unit occupancy is four licensees)
Fee = \$4,250/semester for a total of \$8,500

Initial (b) a double occupancy space with a roommate in one bedroom of a two bedroom/two bath corner unit (total unit occupancy is three to four licensees)
Fee = \$4,575/semester for a total of \$9,150

Initial (c) a single occupancy room in one bedroom of a four bedroom/two bath unit (total unit occupancy is four licensees)
Fee = \$6,250/semester for a total of \$12,500

Initial (d) a single occupancy room in one bedroom of a two bedroom/two bath corner unit (total unit occupancy is three licensees)
Fee = \$6,750/semester for a total of \$13,500

_____ (e) a single occupancy room in one bedroom of a two bedroom/two
Initial bath unit (total unit occupancy is two licensees)
Fee = \$7,000/semester for a total of \$14,000

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 August 22, 2009 (the "Term Commencement Date") and ending on May 26, 2010 (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, regardless of whether Licensee is for any reason unable to continue occupying the Premises. Accordingly, 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 the College's or CUNY's policies.

5. **License Fee.** The licensee fee payable 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 Queens College per their policies and per instructions on Fee invoices issued by Queens College. Licensee is responsible for Fee payment to the College, regardless of whether a Fee invoice is received by the Licensee. Late payments and any penalties assessed will follow Queens College policy for Fee payment.

6. **Utilities.** Licensee is responsible for any and all costs associated with installation, service and maintenance for utility services not expressly assumed by Agent herein. Enhanced and/or premium channel cable TV service and/or any permitted additional service, installation and related fees and charges are the sole responsibility of Licensee. Agent shall provide water, heat, electrical, telephone line, a data port for 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 the management staff and other licensees when the Premises are occupied. When the Premises are unoccupied in the cold weather months, Licensee shall keep the thermostat set at 60 degrees. When the Premises are unoccupied in warmer months, Licensee shall keep the air conditioning set in the "off" position.

7. **Default.**

A. Events of default, including those set forth below, shall constitute a breach of this License Agreement and may result in any, some, or all of the following:

1. termination of this License Agreement;
2. denial of future housing;
3. legal action;
4. repossession of the Unit;
5. eviction from the Premises.
6. acceleration of all License Fee payments, making them immediately due and payable.

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.

- B. 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 Project;
 3. refusal to vacate the Premises upon termination of this License Agreement;
 4. violation of the Project Rules and Regulations, incorporated herein by reference, which may exist from time to time;
 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.
- C. 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 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 under 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.

8. Use. The Unit shall be occupied by the Licensee exclusively for residential use and for no other purposes. Licensee shall use and occupy the Premises and the Project in compliance with applicable local, State and Federal laws, any rules and regulations of any governmental entity having jurisdiction, as well as any Project Rules and Regulations and the College's and CUNY's guidelines, policies or procedures.

Except for other licensees occupying a portion of the same Unit, no other person or persons shall occupy the Unit without the express written consent of Agent. Guests of Licensee ("Guests") are permitted under the following term and conditions:

- (a) Guests' visits do not exceed three (3) consecutive days or six (6) days in any month.

- (b) all other licensees of the Unit consent to the visit.
- (c) Guest(s) abide by all Project Rules and Regulations and the College's and CUNY's guidelines, policies or procedures applicable to the Premises or the Project.
- (d) Guests shall abide by any and all applicable Federal, State and local laws, regulations and ordinances.
- (e) Licensee, as host, assumes full responsibility for Guests' behavior as well as responsibility for any and all charges or damages that result from Guests' behavior. Licensee must respect the privacy and the right of Licensee's roommates to use the Premises.

Agent may conduct such inspections as Agent deems necessary to determine whether the Unit or any other portion of the Premises is being used for any purpose proscribed hereby.

9. **Reservation / Damage Deposit.** All applications must be accompanied by a \$400.00 reservation / damage deposit. This deposit includes a \$150 Damage Deposit that is refundable if no damages are found at the end of the Licensee's term. The balance of \$250 is a non-refundable Reservation Fee which is applied to the Licensee's first semester housing fees. The College's acceptance of a room reservation deposit does not constitute a guarantee of admission to the college, or a guarantee of a housing assignment.

10. **Roommates.** Licensee may request that other licensees of the Premises be persons identified by Licensee. In the event that any other licensee of the Unit shall fail to take occupancy, or shall cease to occupy the Unit pursuant to a Housing License Agreement with Licensor, Agent shall have the right to make the Premises available to replacement licensees. Agent has no obligation to obtain permission from Licensee with respect to alternative or replacement licensees of the Unit and shall have no obligation to inform Licensee of new licensee assignments with respect to the Unit. Agent shall have no obligation to grant any request made by Licensee under this provision.

11. **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 academic year 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. 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; provided however, Agent shall be under no obligation to ensure that Licensee remains in the Unit.

12. **Assignment or Subletting.** Licensee shall not assign, sublet or transfer his or her interest in this License Agreement.

13. **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 last day of the Term Licensee occupies the Premises. 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.

14. Right of Inspection and Entry. Licensee agrees that Agent or its representative or designee 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 licensee of the Unit shall also constitute permission for Agent or its representative or designee to enter into the Unit.

15. 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.

16. Insurance Acknowledgement. I hereby acknowledge that no renters insurance is carried by Agent, The Summit, the School or otherwise to cover my personal property against such perils as fire, wind, theft, water damage, etc. and Licensee was encouraged to obtain Renter's Insurance. Renters insurance can provide coverage against these and other physical losses of property, in addition to providing temporary housing accommodations, and protection against personal loss. (INITIALS) _____

17. Notice. Any notice or communication which either Licensee or Agent 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 Agent at the Project management office or to such other address as Licensee or Agent may from time to time direct by written notice to the other. Any such notice or communication shall be deemed given three (3) days after being deposited in the U.S. mail

18. Liability. Neither Agent nor Licensor shall be liable for any personal injury to Licensee or Licensee's Guests, or any damage or loss to Licensee's personal property or the personal property of Licensee'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 calamity, irrespective of the cause. All personal property placed or kept in the Unit, or in any storage room or space or anywhere on the Premises, shall be at Licensee's sole risk and Licensor shall not be liable for any damages to or loss of such property. The obligations of Licensor and Agent under this License Agreement shall not be binding upon Licensor or Agent named herein after the sale, conveyance, assignment or transfer by Licensor or Agent of their interest in the Premises. Neither Licensor, Agent nor any of the direct or indirect partners, shareholders, directors or officers of Licensor or Agent shall be personally liable for the performance of Licensor's or Agent's obligations under this License Agreement. Prior to any such sale, conveyance, assignment or transfer, Licensor's and Agent's liability under this License Agreement 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 perform such obligations. After any such sale, conveyance, assignment or transfer, to the extent that Licensor or Agent has any liability at all, the liability of Licensor or Agent for such obligations shall be limited to the proceeds received by Licensor from such sale, conveyance, assignment or transfer.

19. Photograph Release. I hereby give permission to Licensor and Agent to use any photograph or photographic image taken of me while participating in The Summit sponsored events, or while I am in any public spaces, grounds, or offices of The Summit. 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 purposes. I hereby grant The Summit and Capstone Companies or any authorized agent of The Summit, those acting with its 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 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, the School, Agent, The City University 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 statute, arising out of, in any way, the use of my photograph or photographic image. This release contains the entire agreement between the parties and shall be binding upon and inure to the benefit of the successors and assigns of the Licensee and Licensor.

20. Package Release. I hereby authorize Licensor and Agent to accept packages, parcels, and deliveries as my agent. I understand that packages, parcels, and deliveries accepted at The Summit 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.

21. Acknowledgement of Proper 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 Manager in writing of the presence of any of the following conditions: (a) a water leak, excessive moisture, or standing water inside the unit or in common areas, (b) mold or mildew growth in or on the Unit that persists, (c) a malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit.
- Licensee shall be liable to Owner for damages sustained to the Unit or to the Licensee person or property as a result of the Licensee failure to comply with the terms of this Article.

22. 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 Project during the term of my Housing License Agreement. I understand that neither The Summit nor Queens 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 and despite this release. I agree to assume and take on myself all of the risks and responsibilities in any way associated with the use of the fitness facility. In consideration of and return for the services, facilities, and other assistance provided to me by The Summit or the School in connection with the use of the fitness facility, I release Licensor, Agent, the City University of New York, the Dormitory Authority of the State 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, including but not limited to negligence, mistake, or failure to supervise. 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.

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. Licensee grants permission to Agent to contact the parent or guardian of Licensee if Licensee is under the age of 18 at any time regarding any issue related to Licensee's occupancy of the Unit. Licensee grants permission to Agent to request and receive information from the School, and for the School to release information regarding Licensee's status as a student in good standing, enrollment status, eligibility for housing, and financial aid eligibility/disbursement status to Agent.

25. Permission to Contact Parents / Guardians. Licensee grants permission to Agent to contact the parent or guardian of Licensee if Licensee is under the age of 18 at any time regarding any issue related to Licensee's occupancy of the Unit

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 negligence or willful misconduct.

28. Use of Facilities. Licensee may use all facilities of the Premises which Agent provides for Licensee's comfort, such as a computer lab, common area or game room. Agent may revoke 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, unless the same is caused solely by Licensor's or Agent's negligence or willful misconduct.

29. 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 City of New York.

30. 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 it was as of the Term Commencement Date, except for and ordinary wear and tear.

31. 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 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 of New York.

32. 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.

33. Other Conditions. Licensee agrees that he or she has received and read the Project Rules and Regulations and CUNY Article XV / Rules for Maintenance of Public Order, (collectively, 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 a default under this License Agreement which may result in the exercise of all applicable remedies hereunder.

LICENSEE:

LICENSOR:

Q STUDENT RESIDENCES, LLC

By Capstone On-Campus Management, LLC, Agent

(Signature)

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

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

Print Name: _____

Date: _____