

# NYCIntern Housing Program of The King's College

## Terms and Conditions for Fall 2011 – Spring 2012 Term

### **I. Parties**

This is a contract between the student Intern and (if required) his/her parent, guardian, or guarantor (hereafter referred to collectively as "Intern"), and the NYCIntern Program of The King's College. This contract is for residential use of an assigned space in a room in any residence facility of The King's College.

### **II. Consideration**

The Intern will pay The King's College fees for occupancy of one space in housing provided by the College. The College reserves the right to make all housing assignments, and to change assignments as necessary.

### **III. Duration and Binding Nature of the Contract**

This contract will be deemed binding on both parties when the completed and signed contract is returned to the NYCIntern Office and is accepted and executed by the NYCIntern Office. The contract period begins August 20, 2011, and will end 24 hours after the duration stated by the Intern (not later than 5 PM on May 7, 2012). An Intern signing this contract is legally responsible for payment of housing rates and related fees as established and published by the NYCIntern Office.

### **IV. Fees and Payments**

(A.) Upon notification of acceptance for NYCIntern housing, the initial deposit must be submitted to reserve housing. The deposit will be returned at the end of the contract period, less any assessments and charges as outlined in section VIII. Should the Intern cancel a reservation, charges will apply as established and published by the NYCIntern Office at [www.NYCIntern.org](http://www.NYCIntern.org). (B.) Half of the fees for a housing reservation and other charges must be received by August 1, 2011. The remaining balance is due by December 1, 2011. Failure to make either payment by its respective deadline may result in an increase in fees or cancellation of the reservation.

### **IV. Notification**

The Intern will be notified of payment schedules, check-out times and dates, and other pertinent information pertaining to the Housing contract.

### **V. Room Assignment and Occupancy**

(A.) All assigned space shall at all times be occupied only by the Intern. (B.) Any vacant space may be assigned to another intern/student selected by NYCIntern and The King's College without prior notification to interns in same room or suite. Interns shall not interfere with any new occupant's use or enjoyment of the assigned space or common areas in the room. (C.) Transfer or assignment of any rights under this Contract may not be made to any other person. (D.) Interns shall use their room in which the assigned space is located only for Residential purposes and shall not permit any other person to use the room for any purpose without the prior written approval of NYCIntern and The King's College.

### **VI. Cancellation/Expiration**

The Intern may request cancellation of the contract at any time. However, all fees paid and due on the contract are subject to forfeiture.

The college reserves the right to remove a student from housing at any time. In cases involving involuntary removal from housing, the intern may forfeit all fees paid. The College further reserves the right to deny housing to Interns who fail to meet the terms and conditions as outlined herein or who fail to abide by all policies and procedures as listed in the NYCIntern Handbook and other official directives as issued by the NYCIntern Program of The King's College. The NYCIntern Handbook may be viewed at [www.nycintern.org](http://www.nycintern.org). Upon expiration or approved cancellation of this contract under any of the above provisions, NYCIntern Program of The King's College shall have the right to re-enter the premises and remove the Intern's property there from. The Intern expressly waives the service of any notice to re-enter, notice to terminate the tenancy, notice to quit or demand for possession. Breach by the intern of any of the duties established by this contract authorizes the use of any remedy available in law.

### **VII. Access**

The NYCIntern Program of The King's College reserves the right, at any time and for any reason, in its sole discretion, to enter the room without prior notice to you to make repairs; to inspect for compliance with health, fire or building codes or with The King's College policies or regulations; or because of any situation that The King's College deems to be a danger to health, safety, or property.

**VIII. Duties, Rights, and Remedies**

**A. Damages:** The NYCIntern Program of The King’s College is not responsible for theft, loss, or damage to the intern’s personal property, and encourages all Interns to carry appropriate insurance. The College does not assume financial responsibility for medical care. Should an intern require medical attention, payment is the responsibility of the intern.

**B. Room Condition and Furnishings:** The Intern should note the condition of the room and its furnishings upon check-in. It is the Intern’s responsibility to ensure that the *Room Condition Report* accurately reflects the condition of the room at check-in time. The student shall be held responsible for any and all damages to the room, its fixtures, or its furnishings, which cannot be attributed to normal wear-and-tear. The cost of repair or replacement for any damages will be deducted from the housing deposit. Furnishings cannot be removed from the room at any time. Residents will be charged for replacement of all lost or stolen furniture.

**C. Liability:** Liability charges from damages done in common areas may be prorated among all students in a room unless the responsible party is identified. Guest(s) must observe College and Residence Hall policies, and the hosting student is responsible for the conduct of his/her guest(s) at all times.

**D. Rules, Regulations, and Procedures:** Rules, regulations, and procedures appearing in this contract, the NYCIntern Handbook, and in all memoranda, postings, or other publications released by The NYCIntern Program of The King’s College, in addition to all applicable federal, state, and local laws and ordinances are made a part of this contract by reference. Residents are responsible for complying with all lawful directives of College staff including Resident Assistants and residence hall managers acting in accordance with their duties.

**E. Security:** The Intern must assume responsibility for maintaining the security of the building and individual rooms. Keys are the property of the College, and may not be loaned, transferred, or duplicated. Replacement for all lost or stolen keys is the responsibility of the Intern. The Intern is responsible for keeping his/her room door locked at all times. Further, it is expected that the Intern will comply with all requests to show proper identification upon entering the building and at any time as requested by College or building personnel. Further, the student agrees to sign in all guests as directed in accordance with Residence Hall policy, and to escort all guests at all times while they are in the building.

**F. Conduct:** Interns are expected to conduct themselves with proper regard for the rights, property, and privileges of other residents within the framework of community living, and to abide by all policies and procedures as outlined in the NYCIntern Handbook. Individuals whose behavior violates these expectations may be subject to disciplinary action and removal from The King’s College Housing and from the NYCIntern program itself, in accordance with program rules and regulations. Interns whose behavior presents an imminent threat to self or others, or represents an egregious and willful affront to the rights of others, may be removed from the NYCIntern housing without prior notice. Final disposition in judicial matters shall be the responsibility of the NYCIntern Program Manager or his/her designee.

**IX. Amendments:** This contract may be amended as deemed necessary by the College, and such amendments become an integral part of this contract.

Intern’s Name: \_\_\_\_\_

By virtue of my (our) signature below, I (we) certify that I (we) understand and agree to the terms and conditions of the Fall 2011 – Spring 2012 Term NYCIntern Housing Contract.

Signed: \_\_\_\_\_  
*(Intern)*

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
*(parent or guardian, if student is under 18)*

Date: \_\_\_\_\_