

# **NYCIntern Housing Program of The King's College**

## **Terms and Conditions for Fall 2021 and Spring 2022 Terms**

### **I. Parties Involved**

This is a contract between the Intern/non-King's student resident 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 is returned to the NYCIntern Office and is accepted and executed by the NYCIntern Office. The contract period for the fall semester begins August 21, 2021 and will end 24 hours after the duration stated by the Intern (no later than 5 PM on December 18, 2021). 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. Extensions**

Extensions are not guaranteed; the intern is advised to have a back-up place of residence if an intern is required to stay beyond NYCIntern's term dates. NYCIntern is only responsible for fulfilling the term dates that are selected upon application.

### **V. Fees and Payments**

A. Upon notification of acceptance into NYCIntern housing, a deposit of \$3,000 must be submitted to reserve housing. An intern's spot is not guaranteed until the deposit has been made. The deposit will count towards the intern's full term fee payment.

B. Interns are required to submit the remainder of their term fees in monthly payments, due the first of each month, for the duration of their term.

C. Interns should be concerned with the condition and treatment of apartment property including property found in individual and common areas. Interns should likewise encourage fellow residents to ensure that apartment property is not damaged or stolen. If an intern notices damages in his/her room or anywhere else in the apartment building, or if he/she is

aware of the person responsible for specific damages, he/she is expected to contact the NYCIntern Program Manager with this information immediately.

#### **VI. Notification**

The intern will be notified of payment schedules, check-out times and dates, and other pertinent information pertaining to the Housing contract. The intern is responsible for submitting payments on the date they are due.

#### **VII. Room Assignment and Occupancy**

All assigned space shall at all times be occupied only by the intern. Any vacant space in a unit that is not designated as a single occupancy space may be assigned to another intern/student selected by NYCIntern and The King's College without prior notification to interns in the same apartment. Interns shall not interfere with any new occupant's use or enjoyment of the assigned space or common areas in the room.

Transfer or assignment of any rights under this Contract may not be made to any other person.

Interns shall use their apartment 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.

#### **VIII. Cancellation/Expiration**

The Intern may request cancellation of the contract at any time. However, after the intern has moved-in to their assigned apartment, 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.

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.

## **IX. Refunds**

Application fees are non-refundable. No refunds will be given for cancellation on or after the first day of the contract. Refund requests must be submitted through a Refund Request Form available on NYCIntern's website. Each request will be reviewed by a member of the NYCIntern staff, and a decision will be emailed to the intern. This request does not guarantee a refund will be issued.

## **X. 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 the occupant(s) 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.

## **XI. 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. Renter's Insurance: Renter's insurance can be purchased from most insurance agencies for a nominal charge. NYCIntern recommends NSSI Student Insurance. In some instances, an intern's belongings may be covered by his/her parent's homeowner's policy. Interns are responsible to research and arrange any desired insurance coverage for their belongings.

C. Room Condition and Furnishings: The Intern should note the condition of the room and its furnishings upon check-in. Interns may not bring any additional furniture with them upon move-in. It is the Intern's responsibility to ensure that the Apartment Condition Report accurately reflects the condition of the apartment at check-in time. The intern shall be held responsible for any and all damages to the apartment, its fixtures, or its furnishings, which cannot be attributed to normal wear-and-tear. Furnishings cannot be removed from the apartment at any time. Residents will be charged for replacement of all lost or stolen furniture.

D. Liability: Liability charges from damages done in common areas may be prorated among all students in an apartment unless the responsible party is identified. Guest(s) must observe College and building policies, and the hosting intern is responsible for the conduct of his/her guest(s) at all times.

E. 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. Interns are responsible for complying with all lawful directives of College staff including Housing Directors, building staff, and NYCIntern staff acting in accordance with their duties.

F. Security: The intern must assume responsibility for maintaining the security of the building and individual apartments. 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 apartment 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 personnel. Further, the intern agrees to sign-in all guests as directed in accordance with NYCIntern policy, and to escort all guests at all times while they are in the building.

G. 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.

## **XII. Amendments**

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

By signing your name to the NYCIntern Housing Application, you are acknowledging that you have understood and agreed to the terms and conditions written in this Housing Contract as well as the NYCIntern Resident Handbook and are fully subject to them. This contract may be signed by a parent or internship provider, in the understanding that this information has in fact been forwarded to and agreed upon by the resident intern.