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DEFINITIONS:

b. "Owner" shall mean Upstate Properties Development, Inc. and SUNY Upstate Medical University as it relates to Geneva Tower.
c. "Management" shall mean the State University of New York on behalf of Upstate Medical University. Management shall act through the University's Office of University Housing.
d. "Student" means a student or medical resident of SUNY Upstate Medical University.
e. "Housing Unit" means a single person's room, bedroom, or suite
f. "House Unit" shall mean an apartment or room in Geneva Tower.
g. "University" shall mean SUNY Upstate Medical University.

ELIGIBILITY FOR HOUSING:
Campus Housing is limited to current full-time students and medical residents at SUNY Upstate Medical University. The Owner and Management reserve the right to set their sole discretion, to determine who is eligible for housing in Geneva Tower.

3. TERM: The term of this license will be as set forth above unless this license is earlier terminated pursuant to its terms or by mutual consent of the Student and Management.

4. HOUSING RATES: Housing rates are set by Management and are subject to change within the term of the Agreement. The following semester rates are for the 2022-2023 Academic Year: (I) 2000 sq ft 4 Bedroom Unit, $5100, Summer $1,600. Summer rates and availability are by management approval only. The Student shall be liable for all housing rates for the remainder of the term unless this Agreement is terminated by mutual consent of the Student and Management.

5. PAYMENT OF HOUSING CHARGES:

a. Housing rates must be paid to the University’s Bursar's office upon receipt of the bill.
b. In the event the Student receives financial aid, the Student authorizes the University’s Bursar to be retained housing aid as payment for the Student’s housing charges. Unless otherwise directed in writing by the Student, Management will deposit any overpayment in the Student’s Bursar’s account.
c. Full housing liability for semesters housing rates will be the responsibility of the Student on the Friday after the first full two weeks of classes. Should the Student withdraw before the two-week time period the Student will receive a pro-rated housing refund. After the two-week period no refund will be issued.

6. SUBLEASE AND ASSIGNMENTS:

The subleasing or assignment including utilization of third-party temporary rentals (ie: AirBNB) of this Agreement or a

7. HOUSING UNIT ASSIGNMENTS:

Housing Unit assignments shall be made by Management in its sole discretion and Management reserves the right to change Housing Unit reservations or reassignment of Students. If you Desire a Housing Unit assignment, you may apply to the Management in compliance with Management's procedures and the Student shall have the discretion to grant or deny. The Student or their legal representative will vacate the Housing Unit prior to termination date of this License, then the Student must submit a written request to Management care of the Director of University Housing by December 1st for termination of the spring semester. LICENSES ARE BINDING AGREEMENTS AND STUDENTS SHOULD NOT ASSUME A LICENSE WILL BE TERMINATED AUTOMATICALLY.

TERMINATION:

a. If the Student is suspended or expelled or otherwise forced to withdraw from the University.
b. If the Student's housing rights are reduced or restricted under this Agreement.
c. If the Student fails to pay the housing charges or any other charges due the University within 30 days of receipt of a bill.
d. If the Student fails to comply with any other material term or condition of this Agreement or any other rule or regulation of the University.

Each Housing Unit has been inspected prior to occupancy, and is in good condition. At the time of departure or at other announced times during the year, another inspection will be made. Any discrepancies in the condition of the room, caused by other than normal wear, will be charged to the departing Student. Students should report any existing conditions, which might be charged for the time of departure. This report must be completed within the first week of occupancy.

VACATING THE PREMISES:

Upon expiration of the Term of this Agreement or its earlier termination, You must immediately vacate the Housing Unit and deliver possession thereof to Management. If You fail to do so, then Management may immediately re-enter the Housing Unit and remove all personal belongings therein, without liability for trespass and without liability for loss or damage caused by re-entry. Failure to vacate upon the termination of this Agreement may result in additional housing charges being incurred. The formal check process established by Management should be utilized to avoid charges: i.e., Removal of all personal possessions, replacement of all trash to original locations, arrange for the Student to inspect the Housing Unit.

INSPECTION:

Each Housing Unit has been inspected prior to occupancy, and is in good condition. At the time of departure or at other announced times during the year, another inspection will be made. Any discrepancies in the condition of the room, caused by other than normal wear, will be charged to the departing Student. Students should report any existing conditions, which might be charged for the time of departure. This report must be completed within the first week of occupancy.

NOISE AND GENERAL BEHAVIOR: The Student agrees to behave in a decent and considerate manner, including respect for the privacy of others, and the maintenance of an atmosphere conducive to harmonious living and academic pursuits. Anyone who acts in a manner that endangers the welfare of themselves or others may be subject to disciplinary action.

SECURITY: Student acknowledges that security is a shared responsibility between the Student and Management, and Students must obey security policies in order to maintain a safe environment. All Geneva Tower residents are required to cooperate with all Security Policies and Procedures as established by Management.

NO LIABILITY FOR PERSONAL INJURY: Neither Owner nor Management shall be liable for any personal injury sustained by Students or guests (or other invitees) in or about Geneva Tower, its Housing Units, or common areas thereof (including parking areas) or for any loss or damage to the personal belongings, property or funds of Students, or for eviction or removal of any person occupying units in the Housing Unit or any common areas thereof (including any parking areas), whether caused by or resulting from fire, explosion, theft, vandalism, unlawful entry, electricity, gas, water, the elements, the acts of others persons and/or other students, or any other cause whatsoever, unless the injury, loss, or damage is due to the gross negligence or willful misconduct of Owner, Manager, or their respective employees.

USE OF PREMISES: a. Residence Purposes Only. The Student may use the Housing Unit only as a residence. The living space or any onsite services may not be used for business purposes nor should excessive onsite services/utilities be utilized beyond normal student living needs.
Maintenance and Repairs. Management shall be responsible for all maintenance and repair of the Housing Unit and its furniture and equipment. The student shall not attempt to perform any such maintenance or repairs.

c. Furniture. Furniture supplied by Management shall be maintained in its proper location. The student may rearrange the furniture within the Housing Unit but shall not move it to a different location, to be used by other Students or residents, or move it to common areas or other locations without the prior approval or consent of Management. Furnishings may not block windows, doors, or air conditioning units. Furniture may not be placed on top of other furniture unless designed to do so and may only be used for its intended purposes. No furniture may be taken from any common areas and moved into the Student’s private Housing Unit.

d. Keys. Keys assigned to Housing Units are issued by Management upon commencement of the Term. Issued keys are for the express use by the assigned Student and may not be given or loaned to any other person. In the event the Student loses or misplaces a key, the Student must immediately inform Management and will be charged for a replacement. Student may not copy or duplicate keys in any material or medium without the prior consent of Management. Unauthorized possession by any Student of any keys (or copies thereof) which admits entrance to any area other than that the student’s assigned Housing Unit or, if applicable, the main door entrance, is a serious offense and may result in immediate disciplinary action and/or termination of this Agreement, without refund.

e. Storage of Personal Belongings. All personal belongings must be stored in the Student’s Housing Unit or other such place as is or may be designated by Management from time to time. Neither the University, Owner nor Management, will assume responsibility for loss or damage. Any items left by the Student in their Housing Unit more than 48 hour beyond the termination date of this Agreement may be disposed of by Management. Students are encouraged to keep their Housing Units locked at all times. Students are strongly encouraged to have all of their personal property insured against loss, damage, and/or theft. Students are responsible for the protection of their personal property. Neither the Owner, University, nor Management accept liability for students personal property that is lost, damaged (fire, water, etc.), and/or stolen.

f. Pets. No domestic or wild animals may be taken or kept in or about Geneva Tower, except non-carnivorous fish in a tank no larger than 10 gallons and service animals in accordance with applicable law.

g. Cooking. Cooking food is permitted only in those areas and rooms provided with ranges and ovens.

h. Appliances. Appliances such as halogen lamps, multi-headed lamps, washers, dryers, freezers, space heaters or any other cooking or heating device with the potential to cause fire or damage to a Housing Unit or Geneva Tower, are not permitted.

i. Flammable Materials. Explosives. Possession or ignition of combustible material for the purpose of cooking, heating, lighting or display is prohibited. Examples of these items include candles, incense, oil burning lamps and sterno. Fireworks, explosives, harmful chemicals, and flammable liquids (including oil-based paints, turpentine, and gasoline) are not to be stored in or around Geneva Tower.

j. Fire Regulations. Each student should be familiar with the fire regulations, which are posted on the back of the main door in each Housing Unit. During the sound of the fire alarm, evacuation of the building is mandatory. Tampering with fire equipment and/or noncompliance with fire regulations may result in disciplinary and/or civil action. There is a fine for tampering with fire extinguishers.

k. Structural Modifications. Students are not permitted to modify structurally or to authorize or order the structural modification of their Housing Unit. This includes, but is not limited to, the application of wallpaper, adhesive paper, paneling, etc. students may not alter, replace, or install locks or other security devices. Students may not spackle or paint. Nothing may be fixed to walls or ceilings. Charges will be assessed for this type of abuse and damage.

l. Cleaning. Each student is responsible for the cleanliness of their Housing Unit. Only the public and common areas are maintained by Management.

20. USE OF INTERNET: The use of the Internet is provided in all Housing Units. Misuse of computing, networking, Federal, State, and local laws, information resources may result in the restriction of computing privileges. Users may be held accountable for their conduct under applicable campus policies. Downloading, reproduction or distribution of copyrighted works, including, but not limited to, images, text, music or video files, or software, without permission of the owner is an infringement of U.S. Copyright Law and is subject to civil damages and criminal penalties. Internet services are to be used primarily for education usage only. Any need for excessive bandwidth including all forms of crypto mining, data mining, and other intensive use is prohibited.

21. ALCOHOLIC BEVERAGES: Students agree to behave in a discreet and responsible manner, with the regard to the use of alcoholic beverages, considerate of other students, and in compliance with Federal, State and local laws thereof pertaining. The consumption of alcoholic beverages is not permitted in the public areas of the building including the green space, except at university approved social functions. Kegs, beer balls and other multi-quart containers are not permitted.

22. DRUGS: The Student acknowledges that the University, Management, and the Owner remain bound by federal requirements of the Drug Free Schools and Communities Act and Drug Free Workplace Act, and that under these laws the use, possession and distribution of controlled substances, including cannabis, must be prohibited under the student code of conduct. Accordingly, the possession or use without a physician’s prescription of any drug defined as a controlled substance under Federal law is strictly prohibited. The University reserves the right to modify the student code of conduct. Controlled substances are defined in its broadest terms to cover narcotics, depressants, stimulants, and hallucinogens. students must comply with all drug policies as stated in the University’s Student Code of Conduct. The Student acknowledges that, despite New York law which has legalized both recreational and medical use of cannabis, the foregoing federal laws prohibit use, possession, and distribution of cannabis on any properties owned or operated by the University, including Geneva Tower or any part thereof, and that the Student is prohibited from using such substances, possession, and distribution while present at or occupying any portion of Geneva Tower.

23. FIREARMS/WEAPONS: The possession of firearms or weapons is strictly prohibited on the Upstate Medical University campus, which includes Geneva Tower. Misuse of self-defense spray may lead to disciplinary and/or civil action.

24. Damage and/or Theft: Nothing may be fixed to walls, windows, or any area of Geneva Tower, may result in disciplinary and/or civil action.

25. SMOKING: Geneva Tower is a smoke-free building. There is no smoking allowed anywhere inside these buildings. Furthermore, the University is a “Smoke-Free” campus which includes the green space around Geneva Tower. “Smoking” shall include cigarettes, cigars, pipes, vaping, electronic cigarettes, or any similar items that emit smoke or vapor.

26. MOTORBIKES AND MOTORCYCLES: Motorbikes and motorcycles and/or any gasoline operated vehicles are not permitted in Geneva Tower. Bicycles should be kept in the student’s private Housing Unit. Bicycles may not be kept in hallways, entryways, or other public areas.

27. REFUND PROCEDURE: After a student has accepted keys to their assigned housing unit, there will be no refund issued except at the sole discretion of Management.

28. FAILURE TO COMPLY: Any failure to comply with any items in this Agreement may result in termination of this Agreement without refund of housing payment and/or disciplinary action after written notice by the Management. Any student removed from on campus housing for disciplinary action will be given no refund.

29. CHANGE(S) IN THE AGREEMENT: Should the Student and the Management mutually agree to change the accommodation, Housing Unit, and/or Term, a new Agreement may be written to reflect the change(s).

30. SUBORDINATION: This Agreement is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the premises are a part and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. However, students shall execute promptly any certificate that Owner may request. Students hereby constitutes and appoints Owner, the student’s attorney-in-fact, to execute any such certificate or certificates for and on behalf of Owner if the student fails to execute such certificate or certificates within 15 days of request.

31. LOCATION OF ANY LEGAL ACTION: This license will be governed by the laws of the State of New York, without regard to its principles of conflicts of laws. Any student or other person financially responsible with respect to this Agreement consents to be subject to the power and authority of the courts of the State of New York. ANY LEGAL ACTION FOR THE ENFORCEMENT OF ANY TERM OR PROVISION OF THIS AGREEMENT SHALL BE BROUGHT IN THE APPROPRIATE COURT IN ONONDAGA COUNTY, NEW YORK AND YOU AGREE TO THE CONVENIENCE AND JURISDICTION OF THIS COURT.

32. WAIVERS: Owner or Management may exercise all of its rights under this Agreement either separately or together. Any exercise or failure to exercise a right or remedy under this Agreement shall not be considered a waiver of any other right or remedy or of the right to exercise that or any other right or remedy in the future. No waiver shall be enforceable against Owner or Management unless in writing and signed by a duly authorized officer.

33. ABANDONED PROPERTY: Property that is left after fourteen (14) days will be considered abandoned property. Abandoned property will be discarded, donated, and/or destroyed after fourteen (14) days. The owner or management will exercise in their sole discretion what is considered abandoned property.