YESHIVA UNIVERSITY HOUSING CONTRACT

1. Housing Eligibility and General Terms

Yeshiva University (the "University") makes residence accommodations ("Housing") available to selected full-time undergraduate students and selected full or part-time graduate students who satisfy applicable eligibility requirements. Housing is provided in connection with the University's educational program and is subject to availability, applicable law, and this Housing Contract (the "Contract"). Eligibility does not guarantee an assignment.

This Contract incorporates applicable University housing rules, regulations and policies. You are applying for a bed in an assigned room (the "Room"), not for exclusive possession of a particular room or building. Housing charges and related fees will be billed to your Student Account. Your application will be considered only upon payment of the required housing deposit. The deposit is non-refundable.

2. Housing Assignments and Application Process

Submission of this application does not guarantee that you will be assigned a Room or that you will be assigned to any particular Housing building. The final decision on all housing assignments is reserved to the Office of Residence Life. Although your preferred housing request will be considered, your preferences are not guaranteed.

All undergraduate applications received by the deadline and all graduate applications for The Benjamin received by the priority deadline will be considered without regard to the date of receipt. This is not a "first come, first serve" system. While late applications will be considered, assignments, if available at all, will be limited.

3. Conditions of Occupancy

If you accept a Housing assignment, you receive a personal, limited, revocable license to occupy your assigned bed and use shared facilities during the designated occupancy period, subject to this Contract and applicable law. The parties intend an educational housing arrangement, not a conventional residential tenancy. Continued occupancy is conditioned on you: (i) maintaining eligible student status and good standing at the University; (ii) complying with this Contract and applicable University policies, rules and regulations; (iii) using Housing in a manner consistent with the safety, security, and orderly operation of the residential community as determined by the University; and (iv) timely paying applicable Housing charges, fees, and tuition. You must promptly notify in writing both the Office of Student Finance and the Office of Residence Life of any change affecting eligibility. Termination and the deadline to vacate are governed by Section 11.

Your written assignment specifies the academic year or other designated academic period for which occupancy is authorized, including any stated closure periods. Occupancy is limited to that period and is subject to those closures. THERE IS NO AUTOMATIC RIGHT TO RENEWAL. You must submit a new application for any future academic period.

4. Occupancy Limits and Non-Transferability

Occupancy is limited to you and other occupants expressly assigned or approved by the University under current Housing Contracts. Guests are permitted only in accordance with applicable University guest policies and acquire no occupancy rights under this Contract. Except for such University-assigned or University-approved occupants and guests permitted under those policies, you may not transfer, assign, sublicense, sublet, or otherwise permit another person to use your assigned bed or Room, whether or not for compensation. You are responsible for your guests' compliance with University policies and for damage caused by you or your guests.

To the fullest extent permitted by law, you will indemnify, defend, and hold harmless the University and its trustees, officers, employees, agents, and contractors from third-party claims, liabilities, damages, penalties, and costs (including attorneys' fees) arising from your or your guests' negligence, willful misconduct, violation of this Contract or University policy, or unauthorized use of Housing. The University may, at its option, control the defense of any claim for which indemnification is owed.

5. Housing Charges and Reassignment Rights

Acceptance of a Housing assignment creates a financial commitment for the entire designated academic period. Non-occupancy, early departure, withdrawal, or dismissal does not by itself cancel that commitment. Any request for release must be submitted in writing to the Office of Residence Life and is effective only upon written approval by the University.

The University may assign or reassign you to another Room or University Housing building, consolidate vacancies, and assign other eligible students to available beds for operational, maintenance, health, safety, security, or other University purposes. Roommate preferences and uninterrupted occupancy of a particular Room or building are not guaranteed.

The University may revise Housing policies and procedures, with immediate implementation when necessary for health, safety, security, or legal compliance. If fire, casualty, a governmental directive, a public health emergency, or another event beyond the University's reasonable control makes Housing unavailable or unsafe, the University may temporarily relocate residents, restrict access, or suspend or terminate affected occupancy.

6. Use of Room, Furniture, and Property Responsibilities

You agree that the Room will be used only for private residential occupancy, for the authorized occupant(s) only, and for no other purpose.

Heat, electricity, wireless internet service, and use of the currently-installed furniture and air conditioner are included in your Housing charges.

University-provided furniture and furnishings remain University property and are provided for your use during authorized occupancy. You must take reasonable care of them and leave them in the Room in good condition at checkout, ordinary wear and tear excepted. Housing charges do not purchase the furniture or confer any ownership interest.

You further agree not to remove any furniture or furnishings, install any waterbeds, dishwashers, washing machines, dryers, heaters, or air conditioners, or make any alterations, improvements, or additions without the University's prior written consent.

Unauthorized removal, alteration, damage, or failure to return University furniture or furnishings may result in cleaning, repair or replacement charges being added to your Student Account

You must keep the Room clean and sanitary, promptly report damage, leaks, pests, and unsafe conditions, and leave the Room broom-clean and in good condition at checkout. You may be charged cleaning or repair costs attributable to your conduct or that of your guests.

The University may apply available financial aid and other credits to eligible Housing charges.

7. Personal Property and Insurance

You are solely responsible for safeguarding and obtaining appropriate insurance for your personal property. The University does not provide insurance coverage for student personal property and is not an insurer or guarantor of that property. The University is not responsible for any loss, theft, disappearance, damage, destruction, or deterioration of personal property.

This limitation applies regardless of the cause of the loss or damage, including but not limited to, fire, smoke, water intrusion, flooding, leaks, mold, utility interruptions, mechanical or building system failures, acts of other residents or third parties, theft, vandalism, and natural disasters.

Students are strongly encouraged to maintain renters', homeowners', or other insurance coverage sufficient to protect their personal belongings.

For safety, investigative and administrative purposes only, you should still report any losses or thefts immediately to the Department of Safety and Security in 251 Lexington (Beren) or Strenger Hall (Wilf), as well as to your resident adviser and the Office of Residence Life.

8. Smoking and Animals

Smoking is prohibited in the Room, and all common areas of the building, including the lobby, hallways, elevators, stairwells, lounges, all student rooms, outdoor space, six feet in all directions of the entrance(s) to the building, and all other portions of the building.

University housing does not permit pets. Exceptions for animals are granted only in accordance with the University's Service Animal Policy and Emotional Support Animal Policy.

9. University Right of Entry

University personnel and contractors may enter the Room, whether or not you are present, for inspections, maintenance, repairs, legally-required access, showing available accommodations to prospective occupants, or health, safety, security, and policy-enforcement purposes. Advance notice will be provided when practicable; entry without advance notice may occur in emergencies, when there is a reasonable concern about an immediate risk, or as otherwise permitted by law or applicable University policy. Entry does not create any duty to inspect or repair.

10. Compliance with University Policies and Consequences of Violations

In addition to the terms and conditions of this Housing Contract, all policies, rules and regulations of the University, including those published on the University website or in University Handbooks, all of which may be amended in the future, apply to your occupancy of the Room.

You must comply with all health, safety, security, and emergency directions relating to Housing.

Violations may result in reassignment, termination of Housing, recovery of lawful charges and damages, legal proceedings, and University discipline, up to suspension or expulsion. University remedies are cumulative.

11. Failure to Maintain Eligibility or Comply with Contract

The University may terminate your Housing assignment for loss of eligibility, nonpayment, or violation of this Contract or University policies. Written notice will specify the basis for termination and a deadline to vacate of at least ten (10) days after notice; following dismissal from the University, the specified deadline may be three (3) days after notice. Immediate interim restrictions or relocation may be imposed. Financial obligations following termination are governed by Section 5.

12. Check-In, Check-Out, and Failure to Vacate

Check-in and checkout dates will be stated in your assignment or communicated in writing by the Office of Residence Life. You must vacate, remove your belongings, complete required checkout procedures, and return all keys and access devices by the applicable checkout or termination deadline. Unauthorized continued occupancy does not extend this Contract or create a right to renewal. For unauthorized occupancy, the University may seek use-and-occupancy compensation at a monthly rate of up to $3,000.00, prorated for partial months, as well as other lawful damages, costs, and remedies. That sum will be added to your Student Account. Acceptance of any payment does not reinstate this Contract or create a new right of occupancy.

The University may recover possession through legal proceedings or other means permitted by law. The University may seek reasonable attorneys' fees and court costs arising from your

breach. Personal property remaining after you vacate, surrender possession, have been removed or otherwise lose the right to occupy are automatically forfeited. The University may charge you for removal, storage, and disposition costs, and may dispose of such property. The University is not responsible for loss or damage to such property.

You hereby waive trial by jury in any action or proceeding instituted hereunder, and you further agree not to interpose any counterclaim in any action or proceeding instituted hereunder. You hereby waive any and all statutory rights which a tenant would otherwise enjoy since your status is not that of a tenant, but as a student residing in University housing.

13. Acknowledgement and Agreement

By submitting a Housing application, you acknowledge receipt of this Contract and agree that the application process is governed by its applicable terms. Your obligation to pay Housing charges for the designated occupancy period arises upon acceptance of an assignment, as provided in Section 5. Electronic acceptance has the same effect as a handwritten signature. You must review and comply with applicable University rules, regulations and policies and University notices. Only an authorized University representative may approve a release or individual modification in writing. Failure to enforce a provision on one occasion is not a waiver of future enforcement. If a provision is unenforceable, the remaining provisions remain effective to the extent permitted by law.

Notices to you may be delivered by University email, the student portal, other electronic means, or physical delivery to the assigned Room or address of record. Notices to the University must be delivered to the Office of Residence Life unless another office is specified in writing. This Contract is governed by New York law, except to the extent preempted by federal law. Proceedings arising from this Contract must be brought in a state or federal court located in New York County, New York. This Contract, the assignment, and applicable University rules, regulations and policies constitute the entire agreement concerning Housing and supersede prior housing-related understandings. Provisions that by their nature should survive termination—including payment, damage, property, indemnity, and collection obligations—survive termination.