YESHIVA UNIVERSITY HOUSING CONTRACT

To provide housing for certain undergraduate and graduate students, Yeshiva University (the "University") makes residence accommodations ("Housing") available to selected full-time undergraduate students and selected full or part-time graduate students. These accommodations are offered as a privilege, not as a matter of right, to eligible and qualified University students who, in the sole judgment of the institution, add to its educational, intellectual, and operational goals.

Subject to the University's policies and procedures, including but not limited to those found on the University's website, the contents of which are incorporated by reference into this Housing Contract, you are being offered the opportunity to apply for a bed in a Room in University Housing for the upcoming term. The Housing charges set forth on the website, plus those described in this Housing Contract, will be included in your Student Account statement. Your application will only be considered if you pay the non-refundable deposit of \$300 when submitting your online application for Housing.

You understand and agree that if you are offered and accept a Housing assignment, your residence in University Housing is pursuant to this revocable Housing Contract, and is a privilege, not a right, that is at all times subject to: (i) your maintaining your status as an eligible student in good standing at Yeshiva University; (ii) your complying with all of the University's standards of conduct and Rules and Regulations, as provided on the University's website, Handbooks, and elsewhere, as they now exist or as they may be amended in the future; (iii) your conducting yourself while in or about your residence accommodations and other University buildings in a manner deemed appropriate by the University; (iv) your payment of all applicable Housing and other fees, charges and tuition; and (v) changes in the University's needs and priorities. You agree, therefore, to notify both Yeshiva University's Office of Student Finance and the University Housing and Residence Life Office in writing if your status changes, and to vacate the Room within ten (10) days of the change in your status, unless you were dismissed from Yeshiva University, in which event you must vacate the Room within three (3) days.

If you are offered and accept a Housing assignment, your occupancy will be limited to the academic year (or other designated academic period) specified in the offer and assignment. THERE IS NO RIGHT TO A RENEWAL. You must submit a new application for any future academic periods.

Occupancy is limited to yourself, additional Yeshiva University students for whom a current Housing Contract is in effect (if applicable), and, only in the case of graduate students, specifically authorized non-students, if any. NO OTHER PERSON(S) ARE PERMITTED TO OCCUPY THE ROOM DURING YOUR OCCUPANCY. THIS HOUSING CONTRACT IS PERSONAL TO YOU. NEITHER THIS CONTRACT NOR YOUR RIGHT TO OCCUPY THE ROOM MAY BE TRANSFERRED OR ASSIGNED TO ANYONE.

Your failure to maintain your status, or to comply with the terms of this Housing Contract, and all applicable University policies and standards of conduct will require that you vacate the premises upon ten (10) days' written notice.

The Check In and Check Out dates for Housing will be communicated to applicants if a housing assignment is offered. You agree to vacate your assigned Room and return your keys on or before the specified Check Out date. If you fail to vacate the premises and surrender your keys by that date, then you agree that you will owe and pay the University the sum of \$3,000.00 for use and occupancy of each partial or complete month after that date, until you vacate and surrender your keys. That sum will

be added to your Student Account statement. In addition, you agree that the University may take possession of the Room, or it may institute proceedings to recover possession thereof, in which case you agree to also pay the University's costs and legal fees, as well as the above-described amount for your use and occupancy for each full or partial month. 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.

Submission of this application does not guarantee that you will be assigned a Room, nor if you are assigned, the Housing building to which you will be assigned. The final decision on assignment of housing is reserved to the Office of University Housing and Residence Life. Please note that 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.

If you receive and accept a Housing assignment, you will owe the Housing charges and fees for the entire academic period you applied for, even if you vacate early. The University reserves the right to either assign you to another Room (and perhaps another building) on campus, or to assign or re-assign other eligible and qualified Yeshiva University students as additional occupants of the Room, with the appropriate adjustment of the Housing charges for all occupants. Yeshiva University reserves the right at any time to modify or revise housing assignments, housing policies and procedures, whether stated on the Yeshiva University website or otherwise.

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. You acknowledge that the Housing charges include the value of the furniture and furnishings in the Room when your occupancy commenced, which the University is providing for your use. You therefore agree that you will take reasonable care of such items, and are responsible for their return in good repair, except for reasonable wear and tear. You also agree that if the Room is not left broom-clean and in good condition, or if you damaged University property, the Room, or the building, a cleaning or damage fee may be added to your Student Account statement. You agree and authorize the University to apply any loans, scholarships or grants due to you to be applied against Housing charges and related fees that you owe.

You further agree to neither remove any of the existing furniture or furnishings, nor install any waterbeds, dishwashers, washing machines, dryers, heaters, or air conditioners, nor make any alterations, improvements, or additions without the University's prior written consent.

Students are encouraged to purchase personal property coverage (renter's insurance) to cover their personal property. Each student is financially responsible for damage to: their Room, and their personal property and University-owned appliances, furniture, furnishings, and other property and facilities located within the Room or throughout the building, including the Rooms of other students; the building and its public areas; as well as the personal property of other students or other persons in the building. Each student is also responsible for damage caused by their guests. Damage charges incurred will become an additional charge on the student's financial account. Students will not be responsible for

damage caused by the University or its employees or agents, or resulting from a malfunctioning building system or equipment.

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. Pets are not permitted.

In addition to the terms and conditions of this Housing Contract, all rules and regulations of Yeshiva University, including those published in the Student Handbook, Resident's Handbook, and University websites, which may be amended in the future, apply to your occupancy of the Room. You agree that if you do not live up to your obligations under this Housing Contract, in addition to the above-described consequences of your failure to timely vacate the premises and surrender your keys, you may also be subject to legal action, eviction from the Room, dismissal from Housing, and/or discipline by the University, including suspension or expulsion, and/or notation on your school records, as are other violations of obligations to the University.

You agree that the University may enter the Room assigned to you, whether or not you are present, to conduct an inspection, make repairs, show the Room or apartment to prospective occupants, or government officials, or to maintain health, safety and security, and standards of conduct, or in the event of emergency.

In submitting a Housing Application, you are agreeing to follow all the University's rules and regulations, including those stated in this Housing Contract, as well as on the Yeshiva University website, and applicable Handbooks, which may be amended in the future.