



## HOUSING CONTRACT 2024-2025

LIM College is proud to offer LIM College students housing accommodations for the 2024-2025 academic year at 569 Lexington Avenue, New York, NY 10022, a leasehold condominium owned and managed by FCL STUDENT SERVICES, INC., four floors of which it is leasing to LIM College. You and LIM College share a mutual responsibility to assure a dignified, respectable, and constructive experience in group urban living. We look to provide a congenial, comfortable and culturally enriching atmosphere for all students. We expect you to abide by our rules and regulations so that we can maintain this environment. Additionally, you will be required to abide by any, and all, rules established by FCL STUDENT SERVICES, INC and the Condominium.

Please read the following sections carefully, so that you become fully aware of the information, requirements and procedures in this Housing Contract. After you have read them, sign and submit the Housing Contract and retain a copy of the document for your records. Your signature indicates that you will comply with these terms and conditions, regulations and procedures. This document is a contract and summarizes the respective legal obligations between you and LIM College. By signing this Agreement, you are also agreeing to comply with the rules and regulations established by LIM College's Student Code of Conduct, which can be found online, within the LIM College [Student Handbook](#).

### I. Housing Costs

For the 2024-2025 academic year, the cost for housing will be:

- 1) \$16,371 for standard double occupancy spaces
- 2) \$18,441 for deluxe double occupancy spaces
- 3) \$17,451 for junior deluxe double occupancy spaces
- 4) \$14,211 for triple occupancy spaces
- 5) \$22,041 for single occupancy spaces

Costs for assigned room type will be divided equally between fall and spring semester. Room-type requests are not guaranteed; single occupancy spaces are extremely limited.

All students, despite room type request, are required to submit an initial payment for housing of \$725 in addition to the housing application. The \$725 payment includes: a) a \$25 non-refundable application fee, b) a \$500 non-refundable housing deposit (deducted from your spring semester housing costs), and c) a \$200 refundable security/damage deposit, less any charges for damages after move-out.

### II. Room Occupancy and Guests

1. In order to reside in student housing, students must maintain matriculation status and actively be attending classes. Students may be enrolled in any modality. Vacancies may be filled with other students participating in LIM College programs and other eligible persons within the sole discretion of LIM College. **This housing contract is for the full 2024-2025 academic year (fall and spring semesters). Signing this contract obligates you for the costs of housing for the full academic year, even if you choose not to live in such housing for all or part of the year and regardless of the reason you choose not to live in the housing, except as outlined below in Housing Contract Appeals.**
2. LIM College makes every effort to give room assignments in accordance with preferences listed on the housing application, however, **no guarantees** are made in making housing assignments. No other person may use your room, or any other bed in your room, without the prior written consent of LIM College and by FCL STUDENT SERVICES, INC. if required by their rules. You may not sublet or assign the rights to your room.
3. You must not occupy or intrude upon the other areas of the room in a way that deters your roommate(s) or future

roommate(s) from occupying that space or interferes with your roommate(s) use of the room. If you do not comply with this provision, you will be in violation of the agreement and LIM College will have the right to require you to leave housing and/or you may be charged for use of the additional space.

4. You must reside in your assigned room. You may not switch rooms or roommates or permit any part of the room to be shared by persons not assigned by LIM College. No changes in room assignments may be made without the prior written approval of the LIM College Office of Housing and Residence Life and by FCL STUDENT SERVICES, INC. if required by their rules.
5. LIM College reserves the right to assign a new occupant to fill a vacancy, to make changes to room assignments, and to reassign or remove any student from the residence hall.
6. **There are no room changes within the first two weeks after each semester begins.** Room changes may only be made after receiving written approval from LIM College's Housing and Residence Life staff. LIM College reserves the right to reassign a resident within its discretion. Consolidation may be necessary and may result in the College moving residents. If a student fails to move when requested, they will be charged for the use of multiple bed spaces. The charge will be based on room type.
7. There will be 24-hour security maintained by FCL STUDENT SERVICES, INC. (or designee). Both LIM College and FCL STUDENT SERVICES, INC. (or designee) have the ability to allow or restrict guests within the residential community at any time for any or no reason. All guests must be registered and approved via the student StarRez portal. A guest, when approved, may stay no more than seven (7) days within the course of a month. Any daytime guests must be registered no later than one hour before their arrival. Any overnight guest must be registered 24 hours prior to their arrival. You will be held responsible for the actions of any guests and you are required to accompany your guest(s) at all times while they are within the residential community. You and your guest(s) will be required to provide a valid government issued photo ID or school/residence hall photo ID when asked and prior to approval being given. Please see the FCL STUDENT SERVICES, INC Student Life Handbook and LIM College Housing and Residence Life Guest Policy for additional guidelines on guests.
8. Room key cards may not be duplicated and/or loaned to anyone, including family, friends or other residents.

### III. Conditions of the Residence

All students must abide by the policies, procedures, and expectations set forth by the LIM College Student Code of Conduct, this Housing Contract, and any policies, procedures, and expectations set forth by FCL STUDENT SERVICES, INC. and by the Condominium in which the Premises are located. Violations of any policy or procedure will result in disciplinary action up to and including dismissal from housing and/or the College, depending on the severity of the infraction. If you are removed from housing for disciplinary reasons or violation of any LIM College rule or other obligation, there will be **no refund of any payments made by you or on behalf of you and you will remain responsible for any remaining unpaid payments for the duration of the full academic year.**

1. Each room is provided with a specific set of furnishings. Residents may not add furniture and furniture may not be taken out of the room. A fee of \$100 per day will be assessed for any violations of this provision. Room fixtures, such as lamps or window blinds, may not be changed or removed. Residents may not remove or trade furniture with other rooms/residents. If the room has sustained damage beyond usual wear and tear, as determined solely by FCL STUDENT SERVICES, INC. and/or LIM College, residents will be charged the cost of repairs. Students may not remove any furnishings from the building's lounge spaces. Those found in violation of any part of this paragraph will be subject to disciplinary action by LIM College and/or FCL STUDENT SERVICES, INC., in addition to being responsible for the cost of replacing furnishings.
2. No hooks or nails that will leave holes are permitted. Nothing may be painted on the walls. Cellophane or double-sided tape may not be used. All command strips/hooks must be completely removed. Any damage to the walls, floors or furnishings or any other damage, caused by residents or their guests will be deducted from the security deposit and/or charged to the residents as a damage fee.

3. Smoking is not permitted anywhere in the building, including your room. The use of vaporizers and e-cigarettes is also prohibited. To smoke, you must go outside of the building and be at least 20 feet away from the entrance. You may not smoke directly in front the building or block the entrance.
4. The possession or use of drugs not prescribed by your own physician, as well as illegal drugs and substances, is strictly prohibited. Students found to be in possession of controlled substances or paraphernalia are subject to disciplinary action by LIM College and referral to law enforcement authorities. If these items are found in the room, they will be confiscated and disposed.
5. Alcohol and cannabis, are not permitted on the premises, regardless of your age. Students found to be in possession of alcohol, cannabis, alcohol or cannabis paraphernalia and/or in an intoxicated state are subject to disciplinary action by LIM College and referral to law enforcement authorities. If these items are found in the room, they will be confiscated and disposed of.
6. Noxious substances, incendiary materials, explosives and/or firearms or weapons of any kind are strictly prohibited. Halogen lighting equipment, electric or gas-powered heaters, convection ovens/toasters, candles, incense, pipes (including water pipes or bongs), flammable decorations such as Christmas lights etc., furniture, refrigerator or microwaves (except what is provided by FCL STUDENT SERVICES, INC.), illegal substances of any nature., explosives, fireworks or weapons of any kind, smoke laden materials/vapors, fog machines and/or instruments, hover boards, and self-propelled scooters are prohibited. If these items are found in the room, they will be confiscated and disposed of.
7. Tampering with fire alarm systems, alarm pull stations, smoke detectors, fire extinguishers, and safety equipment is prohibited. Discharging or tampering with safety equipment will result in a fine and/or are subject to disciplinary action by LIM College and referral to law enforcement authorities.
8. All students are expected to evacuate facilities during emergency alarms and comply with the requests of LIM College and FCL STUDENT SERVICES, INC. (or designee) staff. Students may be fined for noncompliance and/or are subject to disciplinary action by LIM College and/or FCL STUDENT SERVICES, INC. (or designee) and referral to law enforcement authorities.
9. Window guards, if any, are to be kept in their original positions. Nothing is to be kept on the outside window ledges or hung from the windows. Similarly, nothing should be thrown out of windows at any time for any reason.
10. FCL STUDENT SERVICES, INC. (or designee) and LIM College are not responsible for any items that disappear or are stolen from residents' rooms.
11. Residents of this building shall not engage in disruptive conduct. Disruptive conduct is behavior that interferes with the rights of others to properly and peacefully enjoy their rooms, or causes conditions that are dangerous, hazardous, unsanitary, inappropriate, and/or detrimental to other residents, employees, or guests in the building.
12. **LIM College and FCL STUDENT SERVICES, INC. will not be responsible for any injuries to persons or damage to property caused by residents or their guests.**
13. Quiet is to prevail on residence hall floors during the established hours, known as *Quiet Hours*. Courteous behavior regarding noise levels is expected at all times.
14. The residence hall is not designed for playing amplified musical instruments or high-watt stereo equipment. Students who wish to play or practice should wear headphones or muffle their instruments. Playing instruments is not permitted during Quiet Hours.
15. Residents may not use the name of FCL STUDENT SERVICES, INC. (or designee) or LIM College in any way for business purposes or in any form of advertising.

16. No written materials, such as printed handbills, solicitations, or posters, may be placed on the door of residents' rooms. Bulletin boards are available for appropriate postings, which must have prior approval from LIM College and FCL STUDENT SERVICES, INC. if its rules so require.
17. Residents must swipe their identification cards/room key cards at the designated areas each time they enter the building. No resident may use their identification card/room key card to allow another individual into the building. Residents must show their identification card if requested by FCL STUDENT SERVICES, INC. (or designee) or LIM College.
18. No locks, other than those provided by FCL STUDENT SERVICES, INC. (or designee), may be installed by or for a resident on any room, closet or other door.
19. Residents may not use any room or space other than their own for meetings or gatherings without prior written permission from the LIM College and FCL STUDENT SERVICES, INC. (or designee).
20. The roof and balconies of the building are off-limits with the exception of those specifically designated for resident use.
21. Residents are not permitted to leave any items (including doormats) in the hallway. Items left in the hallway may be removed by building personnel.
22. No pets are permitted in the residence hall at any time.
23. Authorized employees of FCL STUDENT SERVICES, INC. (or designee) and LIM College have the right to enter rooms without notice for cleaning, repairs or inspection whether residents are present or not.
24. Residents are responsible for keeping their rooms clean. This includes keeping food in appropriate storage containers, regularly cleaning the bedroom and bathroom, cleaning eating utensils, promptly disposing of trash in the designated chutes on each floor, and keeping laundry clean, to help keep the room clean and free of pests. The staff may conduct health and safety inspections of the residence hall rooms at any time. During the inspection, the staff will check for compliance with health codes, fire safety regulations, maintenance problems, and potential physical hazards. If a policy violation is observed during a health and safety inspection, the residents of the room will be subject to disciplinary action. In most cases, efforts will be made to notify residents of these inspections at least 24 hours in advance, but residents may not be notified of the exact time of inspection. Residents understand that either FCL STUDENT SERVICES, INC. or LIM College may conduct surprise inspections, where residents will not be notified in advance.
25. FCL STUDENT SERVICES, INC. is responsible to LIM College for maintenance and repair of the furniture and equipment in the rooms and of building systems, and maintenance repair and cleaning of hallways and common areas and security and other services. LIM College will exercise reasonable efforts to enforce these obligations for your benefit, but LIM College cannot control, and is not responsible for, any failure of FCL STUDENT SERVICES, INC. to fulfill its maintenance, repair and cleaning obligations or its obligations to provide staffing and security. Students must report maintenance, repair, cleaning and security issues in accordance with procedures established by LIM College and FCL STUDENT SERVICES, INC. (or designee).
26. Students are required to participate in all required mandatory meetings, emergency response and evacuation training programs sponsored by LIM College or FCL STUDENT SERVICES, INC. (or designee). Failure to attend may result in disciplinary action.
27. Each resident is responsible for checking their LIM College email daily, since important messages from LIM College, FCL STUDENT SERVICES, INC. (or designee), or outside sources may be sent there.
28. Any infractions of the terms and conditions contained in this contract, or of any federal, state, or city law, or of

any of FCL STUDENT SERVICES, INC. (or designee) or LIM College's rules or regulations may lead to disciplinary action, up to and including expulsion from the residence hall and/or LIM College without refund of the remaining housing fee or tuition.

29. Students are required to cooperate with FCL STUDENT SERVICES, INC. (or designee) and LIM College officials when those officials have identified themselves and are acting expressly within their authority. LIM College officials include faculty and staff. Also included are student employees, such as Resident Community Advisors, who are carrying out assigned work responsibilities.
30. Parental Notification: In accordance with the Higher Education Act of 1998, LIM College reserves the right to contact parent(s) or guardians(s) of students involved in dangerous and/or inappropriate behaviors that may be threatening to the student or others. This includes situations relating to alcohol, cannabis, and other drugs. The determination whether to make such contact remains within the sole discretion of FCL STUDENT SERVICES, INC. (or designee) and LIM College.
31. Move-in and move-out dates will be as established by LIM College. Students will move in according to the schedule below:
  - a) August 25, 2024: New graduate and international students
  - b) August 28, 2024: New undergraduate students
  - c) September 1, 2024: Returning studentsAll students must timely move out of their rooms and remove their belongings at the end of the school year, no later than Sunday, May 11, 2025. Failure to do so will not create a month by month tenancy beyond the end of the term and any students remaining in their rooms will be subject to immediate eviction and will be required to pay 125 percent of the room rental rate in addition to payment of any others liability LIM College may have to FCL STUDENT SERVICES, INC. on account of their failure to timely move out. Any property left beyond the deadline for moving out will be deemed abandoned and will be disposed of at the student's expense.

#### **IV. Housing Contract Appeals**

Students who contract for housing do so with the understanding that housing is a full academic year commitment. Students who participate in an LIM College sponsored study abroad program, graduate, withdraw from the College, or get married may file an appeal for a termination of their housing contract. To file an appeal to terminate your housing contract, students must email [residencelife@limcollege.edu](mailto:residencelife@limcollege.edu) to request a housing appeals form. Students can then follow instructions provided within the appeal form to provide reasoning for their appeal and any necessary documentation. Appeals must be submitted by the student, not a family member or designee. Decisions regarding appeals will be made by the Housing Appeals Committee and all decisions are final. Whether or not to grant an appeal is solely within the discretion of the Housing Appeals Committee. The existence of one of the changes of status described above does not guarantee that the student will be granted termination of the Housing Contract.

Students granted an appeal must remove their items from their space and properly check out of the residence hall by the date provided in their appeal decision.

Prior to housing confirmation, students who decide not to live at 569 Lexington Avenue should cancel their housing agreement by emailing [residencelife@limcollege.edu](mailto:residencelife@limcollege.edu) and following the process communicated via email. Cancellations must be received from your LIM College email address.

Students moving into housing for the spring semester will only be charged for the cost of the spring semester.

#### **Students (prospective and current) who cancel their housing AFTER housing has been confirmed:**

- Prior to July 25, 2024, forfeit the housing application fee and deposit (\$525).

- On or after July 25, 2024, but prior to August 16, 2024, forfeit the housing application fee, deposit, and will be charged a \$200 housing cancellation fee.
- On or after August 16, 2024, but prior to September 3, 2024 forfeit the housing application fee, deposit, and will be responsible for 10% of annual housing costs.
- On or after September 3, 2024, forfeit the housing application fee, deposit, and will be responsible for the full cost of housing for the fall 2024 semester.
- Students intending to file an appeal to terminate their contract for spring 2025 semester must submit their appeal (following the procedures outlined above) no later than December 1, 2024. Students receiving an appeal approval must remove all items from their space and properly check out of the residence hall by December 15, 2024. Failure to do so results in forfeiture of the housing deposit.
  - Any student who has not removed their items from the residence hall and properly checked out by January 3, 2025 will be responsible for the full cost of spring 2025 semester housing.
- Students granted an appeal mid-semester must remove their items from their space and properly check out of the residence hall by the date provided in their appeal decision.

**Students (prospective and current) who cancel their enrollment, withdraw or take a Leave of Absence from LIM College AFTER housing has been confirmed:**

- Housing application fee and deposit are non-refundable (\$525).
- Prior to September 3, 2024, students will be held to the housing cancellation policy outlined above.
- On or after September 3, 2024 (the start of classes), students will be held to the College refund schedule outlined in the LIM College Handbook.

**V. Conflict Resolution**

You agree to give up the right to trial by jury in a court action, proceeding or counterclaim on any matters concerning this Agreement, the relationship of you, FCL STUDENT SERVICES, INC. (or designee) and LIM College and your use or occupancy of the room. The Agreement to give up the right to a jury trial does not include claims for personal injury or property damage. If FCL STUDENT SERVICES, INC. (or designee) or LIM College commences any court action or proceeding to compel a student to vacate the residence, you hereby waive the right to assert any counterclaim unless you are claiming that FCL STUDENT SERVICES, INC. (or designee) or LIM College has not done what FLC STUDENT SERVICES, INC. (or designee) or LIM College was supposed to do regarding the condition of your room or the building. If FCL STUDENT SERVICES, INC. (or designee) or LIM College is successful in any court proceedings concerning your obligations under this Agreement, you are responsible to reimburse FCL STUDENT SERVICES, INC. (or designee) or LIM College for its reasonable attorney fees, court costs and expenses related to action.

You may be subject to discipline by LIM College for your failure to meet your obligations under this Housing Contract, instead of or in addition to legal remedies by court action or otherwise.

My signature confirms I have read the contract and the LIM College Code of Student Conduct and agree to abide by all the provisions therein. I understand that the premises are a residence of the FCL STUDENT SERVICES, INC and are to be used only by approved individuals and only while enrolled as a student at LIM College. I understand and agree that I must evacuate the premises immediately upon my termination of my status as student. I also understand that I must abide by the policies of the residence hall where I live and that I am financially responsible for the room(s) to which I have been assigned for the entire contract period.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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