



## **2013 Housing Vacating and Lottery Policy for MD and MD-PhD Students**

**A Housing Intent Form is needed from all (non-graduating) MD and MD-PhD students if they wish to vacate NYULMC housing, retain current NYULMC housing, try to change their NYULMC housing, or move in from off campus.**

**Housing Intent Forms are due by 5:00 pm on Friday, March 1<sup>st</sup>.** Lottery form collection boxes will be available in the Vilcek and Greenberg lobbies. Please don't place your forms in other boxes or give them to building staff.

- Housing Services will post random numbers in February for all current students (whether now in NYULMC housing or not). An email announcement will be sent when the numbers are posted. Random numbers are not transferrable.
- A random number does not mean that you are in the Lottery. In order to remain in your current NYULMC housing or enter the Lottery, the Housing Intent Form is required.

### **A. Students who will be vacating:**

- ✓ If you are not staying in NYULMC housing for next year, you must vacate your current housing when the License Term ends on June 30, 2013.
- ✓ Due to the move schedule and many new students arriving in June, housing extensions are not possible.
- ✓ A written Vacating Notice (included in the Housing Intent Form) is required.

### **B. Students who wish to remain in their current housing (singles or couples):**

- ✓ Complete a Housing Intent Form and also sign the License page (Part C of the form).
- ✓ At that point, you are all set. You have retained your current housing and you do not have to attend the Lottery.

### **C. Student Couples Entering the Couples Lottery:**

**The Couples Lottery will be held on Monday, March 18<sup>th</sup>, 5:30 pm, at 339 East 28th Street, Conference room A.**

- ✓ Lottery priority for couples housing is seniority by matriculation year, and then by random number.
- ✓ See the Couples Housing Intent Form for required couple's documentation which must be attached to the Couples Housing Intent Form. Your Intent Form cannot be considered if the couple's documentation is not attached to the Couples Housing Intent Form.
- ✓ At the Couples Lottery, eligible students can choose from available studio apartments.

D. **Single Students Entering the Lottery –Two Lottery Groups:**

**The Singles Lottery (shared apartments or studios) for students who matriculated in 2011 or earlier will be held on Monday, April 8<sup>th</sup> at 5:30 pm in Alumni Hall B.**

**The Singles Lottery for students who matriculated in 2012 will be held on Monday, April 15<sup>th</sup>. Time and location TBD and will be announced via email.**

- ✓ Students must bring and present their NYULMC i.d.'s in order to choose rooms at the Lottery.
- ✓ Students in prospective roommate groups submit Intent Forms by the deadline and attend the Lottery with intended roommates or their proxies. The student in your group that has the best matriculation date and Lottery number, can choose the apartment and name the roommates at the Lottery to fill available rooms in the apartment.
- ✓ Roommates cannot be added or changed after the Lottery. Should a roommate take a research year or otherwise leave NYULMC housing, the resulting housing space will be allocated by Housing Services.
- ✓ Rooms in shared housing available for the first Singles Lottery (matriculation years 2011 or earlier) will come only from rooms being vacated by students graduating or moving off campus.
- ✓ If an entire Vilcek 4-bedroom suite is available in the Lottery, the student choosing it must designate three roommates who must sign Licenses at the Lottery (or by proxy).
- ✓ At the Lottery, your first preference may not be available, and other students will be waiting to make their choices. The selection process cannot be delayed; please come to the Lottery prepared with contingency plans or the next students in queue will be given their turn.
- ✓ Should you not like the remaining choices, you could still choose at the Lottery to stay in your current room (by signing a License at the Lottery), or vacate as of June 30 (by signing a Vacate Form at the Lottery).
- ✓ Your new housing commitment and License Term will be July 1, 2013 through June 30, 2014 (through May 31, 2014, if you will be in the graduating class of 2014). Do not sign a new housing License with the expectation of canceling it.
- ✓ Lottery moves must take place during June and July, according to an announced move schedule.

**Important additional notes**

- After the Lottery for the rising 2<sup>nd</sup> years (those who matriculated in 2012) has been held, Housing Services will review applications for those who did not have an opportunity to select a room, to determine if an alternate rooming assignment can be offered.
- Students may enter the Singles or the Couples Lottery, not both.
- After March 1<sup>st</sup> (the deadline for Housing Intent Forms), Housing Services will compile information and will post later in March a list of available rooms. An email will announce that this information is posted.
- Please inform your current roommates of your housing plans.

- A proxy can represent a student unable to attend the Couples or Singles Lottery. Proxy forms are the last pages of the Housing Intent Form. One proxy page is for the student to submit with his/her Housing Intent Form; the second proxy page is for the proxy to bring to the Lottery. Proxies must be NYULMC Medical or MD-PhD students with current i.d.
- If you are currently in NYULMC housing, disregard the language in the License about paying an application fee; you already paid this.
- After the Lottery is held, available housing spaces will be assigned by Housing Services.
- For medical students making Lottery moves, housing charge adjustments based on the approved Lottery moving dates (according to the move schedule), will be submitted to the Bursar in the late summer and will later appear as adjustments to Spring 2013 charges on the Bursar's statements.
- Housing Services staff can't predict individual housing probabilities.
- **Please consider your personal, academic, and financial circumstances before deciding to participate in the Lottery. Moves must take place during June and July according to the announced move schedule.** Rooms must be made ready for new students, who start arriving in June. If you will not be available to move on your designated day during June or July, you must find friends or family to make the move for you.
- The move schedule is determined by Property Management based on building operations, staffing, the schedule for outside vendors (such as painters), and, the number of moves that can be accommodated in a building within a particular day or week. Many medical center staff also move (vacate and move-in) during June and July. The move schedule is usually announced during the second half of May. We do understand the pressing concerns and appreciate your patience.

**If you have read this policy and the Housing Intent Form and still have questions, please discuss it with your Student Council representative or direct it to [housing@nyumc.org](mailto:housing@nyumc.org), allowing a few business days for a response.**



Office Use Only

**Department of Real Estate Development + Facilities (RED+F)**

Real Estate & Housing, Housing Services: housing@nyumc.org • tel: 212 263 5025 • fax: 212 263 7500

**MD & MD-PhD Student Couples 2013 Housing Intent Form**

*Please read the Lottery policy before completing and submitting this form.*

This form includes six pages. **This form is due Friday, March 1st, at 5:00 pm.** Return this form with applicable attachments to the drop box located in the lobby of Vilcek or Greenberg Hall, or to Housing Services in person. Address questions to [housing@nyumc.org](mailto:housing@nyumc.org) and, due to the volume of emails, please allow a few days for a reply. Note that students may enter the Couples or the Singles Housing Lottery, but not both.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Current Address \_\_\_\_\_ Spouse's/Partner's Name \_\_\_\_\_

**A. Are you requesting NYU School of Medicine housing for the coming year?**

**NO, I plan to leave housing at the end of my current license term, June 30, 2013.** With my dated signature, this paragraph serves as my Vacating Notice. I am providing a forwarding address. If my address is not known, or changes, I will update my information via email to [housing@nyumc.org](mailto:housing@nyumc.org) but I am providing my signature now regarding my intention to vacate.

Forwarding Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**YES (continue to B)**

**B. Please check the boxes that apply to you:**

I wish to continue in my current NYU SoM couples apartment. **Instructions:** Print and complete this form, **also sign and date the License – Part C.** Attach both pages of the License to this form and submit all pages to Housing Services.

I wish to enter the couples Housing Lottery. Do not sign or attach the License pages to this form. Note: Couples can choose from available studio apartments. Couples housing is not guaranteed.

**Are you married?**

**YES. Instructions:** Attach a copy of your marriage certificate to this completed form, and submit them together.

**NO.** I am providing a NYC Domestic Partnership Certificate **AND two** of the required documents described below.

Please see the attached policy on Couples and Family Housing. **Check boxes** below as to which two additional partnership documents you are submitting with your domestic partnership certificate and this Housing Intent Form:

- A joint mortgage or lease
- Ownership of an actively-used joint bank account, joint credit account, or joint ownership of a home
- Designation of domestic partner as primary beneficiary in a will or trust document
- Assignment of durable property or health care power of attorney to domestic partner
- Designation of domestic partner as beneficiary for life insurance or retirement benefits
- Registered as domestic partners in another municipality or country
- Other proof of prior co-habitation for a period of at least six months

**Are you designating a proxy?**

Yes, I will name a proxy, I have completed both copies of the proxy form, and one copy is attached to this Intent form.

Students have the option of registering confidential contact information for an individual to be contacted in the event the student is determined to be missing. If you would like to provide that information, please do so here:

Contact Name \_\_\_\_\_ Tel.(\_\_\_\_\_) \_\_\_\_\_

**PART C - Housing License: If you will be continuing in your current housing space for next year (subject to eligibility), please sign on next page and attach both pages of License to Housing Intent Form.**

- 1. LICENSE (“License”).** This License is for the assigned Unit or Room and the furnishings therein. Licensee acknowledges that NYU may, at its discretion, reassign Licensee to an alternative Unit or Room and/or change the furnishings and features therein, and, with respect to the Room, reassign other occupants. Roommate requests based upon race, color, religion, sexual orientation, physical characteristic, or national origin will not be accepted.
- 2. ELIGIBILITY.** Eligibility (“Eligibility”) for the Unit/Room is based on Licensee’s status as a full-time active matriculated student of NYU School of Medicine (the “School”) or Sackler Institute of Graduate Biomedical Sciences (“Sackler”). Licensee shall inform Housing Services of any changes in Licensee’s Eligibility, household composition, partnership status or marital status.
- 3. LICENSE PERIOD.** The License Period (“License Period”) begins on Licensee’s move-in date set by NYU and ends (a) for graduating students, on May 31 of the year of graduation, and for (b) non-graduating students, the June 30 following the start of the License Period. No changes to the License Period are permitted without the written approval of Housing Services. NYU may change the assignment or scheduled move-in date if NYU determines the need therefor. If Licensee maintains Eligibility, Licensee may, at his/her option, renew this License for the following academic year, it being understood that a renewal shall bind Licensee until the earlier of Licensee’s graduation month’s end, change in Eligibility status or June 30 of the following academic year.
- 4. CANCELLATION BY LICENSEE.** This License binds Licensee for the entire License Period unless Licensee provides Housing Services with notice of (i) withdrawal; (ii) participation in an approved academic program outside the New York City area; (iii) an approved leave of absence; or (iv) a medical condition verified by Student Health Services. If Licensee fails to submit a written request for cancellation, or Housing Services does not approve the request, this License will continue in full force and effect and Licensee will be responsible for all fees due hereunder for the entire License Period.
- 5. TERMINATION OF LICENSE.** NYU reserves the right at any time, in its sole discretion, to terminate this License if (i) Licensee fails to occupy or vacates the assigned Unit/Room; (ii) Licensee fails to comply with his/her obligations hereunder, including, without limitation, fails to timely pay any sum due hereunder; or (iii) Licensee fails to maintain Eligibility. In the event this License is terminated by NYU, Licensee will continue to be responsible for all fees due hereunder for the initial License Period and NYU may, at its discretion, withhold registration and academic records and hold Licensee responsible for all costs, including collection agency and legal fees, incurred by NYU in collecting past-due payments owed under this License.
- 6. FEES AND PAYMENTS.** A \$100 non-refundable and non-transferable application fee (“Application Fee”) must accompany the housing application. All charges due hereunder must be received by the due dates specified in the bills and statements sent by NYU. All MD-PhD students who accept NYU housing are required to authorize payroll deduction of their housing charges and are responsible for making direct payment if payroll deduction is delayed or interrupted. Licensee may be required to pay other charges to NYU under the terms of this License. Such Added Housing Charges (“Added Housing Charges”) are payable together with the Housing Charges due. Licensee’s failure to comply with the provisions of this Paragraph shall constitute a material default under this License.
- 7. OVERLEASE CONTROLS.** If this License is for a Unit/Room in any Building leased by NYU from a third party, this License is subject to and subordinate to the overlease (“Overlease”) between NYU and the third party as the same may be amended from time to time and the License Period specified herein shall under no circumstance extend beyond the expiration or sooner termination of the Overlease. If the Licensee or any occupant of the Unit shall engage in activity which violates the Overlease the Licensee shall cease or cause to cease such activity immediately upon notice from NYU. Should the third party cancel, terminate, or act to terminate the Overlease due to Licensee’s behavior, NYU at its discretion may terminate this License.
- 8. OCCUPANCY AND USE.** The Unit/Room may be occupied solely by Licensee and the roommates/ family members/ partners approved by Housing Services for residential purposes. NYU reserves the right to assign another student to the Unit/Room without prior notice to Licensee. Licensee shall not permit any other person to occupy or use the Unit/Room without Housing Services’ written approval.
- 9. RULES AND REGULATIONS.** Licensee shall comply with all applicable rules and regulations attached to this License or found in the Student Handbook, *A Guide to Living in NYU Langone Medical Center Housing* or posted online, or in public spaces in the Building.
- 10. ACCESS.** NYU reserves the right, at any time and for any reason, in its sole discretion, to enter the Unit/Room without prior notice to Licensee to make repairs; to inspect for compliance with health, fire, or building codes or with NYU policies or regulations; or because of any situation that NYU, in its sole discretion, deems to be a danger to health, safety or property.
- 11. CONDITION OF PREMISES.** Licensee shall maintain the Unit/Room in a clean, safe, and undamaged condition at all times. Licensee shall not remove, alter, paint, carpet or wallpaper the Unit/Room or the NYU-supplied furnishings therein without NYU’s prior written consent. Upon vacating the Unit/Room, Licensee shall remove all personal property and leave the Unit/Room clean and in the same condition as same was in when Licensee commenced occupancy, ordinary wear and tear excepted. If any property of Licensee’s remains in the Unit/Room after this License ends or after Licensee has returned the key, NYU may consider that Licensee has given up the Unit/Room and any property remaining and NYU may at its sole discretion discard the property, retain it or store it at Licensee’s expense. Licensee agrees to pay NYU for all costs and expenses incurred in removing such property. Charges for damage to the designated Unit/Room or any rooms, units or public areas or furnishings in the Building may be assessed at NYU’s sole discretion against any or all residents.
- 12. PERSONAL PROPERTY.** NYU shall not be liable or otherwise responsible in any way for any loss of or damage to Licensee’s personal property. Licensee is required to purchase and maintain renters insurance throughout the License Term.

## **PART C - Housing License continuation and signature**

**13. OBJECTIONABLE CONDUCT.** Licensee will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Unit/Room or the Building less fit to live in for all occupants, including Licensee. It also means anything that interferes with the right of others to properly and peacefully enjoy their Units/rooms or causes conditions that are dangerous, unsanitary or detrimental to other tenants in the Building. Objectionable conduct by Licensee, Licensee's spouse/domestic partner or guests gives NYU the right, at its discretion, to terminate this License.

**14. SUBLICENSE.** Licensee may sublet the Unit/Room for no more than twelve (12) weeks per academic year (September through August) provided Licensee has obtained the prior written consent of Housing Services, which consent may be revoked by NYU at its sole discretion.

**15. VACATE PROCEDURES.** Upon the expiration or termination of the License Period, Licensee shall vacate the assigned Unit/Room and officially check out and return all keys. MD and MD-PhD students who elect not to renew this License beyond the expiration date provided above shall submit a vacating form to Housing Services in accordance with its Lottery, vacating, and renewal procedures. NYU reserves the right to change the locks to the Unit/Room of any Licensee who fails to comply with NYU's vacate procedures, and Licensee shall be responsible for all costs incurred by NYU in connection with such failure. Licensee expressly acknowledges and agrees that Licensee does not have any right to occupy the Unit/ Room upon the expiration or termination of the License Period.

**16. UTILITIES.** Except as otherwise provided Licensee must arrange for and pay the cost of utilities used in connection with the Unit/Room. Failure to make timely payments to a utility company or third party provider is a material violation of this License.

**17. LOCKOUT CHARGE.** Lockout service or key replacements or lock replacements will be charged according to the current fee schedule and are payable as Added Housing Charges as set forth in Paragraph 6 hereof.

**18. MISCELLANEOUS.** This License is the sole agreement between Licensee and NYU regarding the assigned Unit/Room and may not be changed except by an instrument in writing signed by Housing Services and Licensee. If any provision of this License shall be found to be invalid, the remaining provisions hereof shall continue in full force and effect. In the event of a judicial determination of NYU's liability, the aggregate amount of damages to be paid by NYU shall not exceed the sum paid by Licensee under this License. This License shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein. Licensee agrees to submit to the jurisdiction of the federal and state courts in New York County, New York State, for the resolution of any disputes arising hereunder. Time shall be of the essence in the performance of each of Licensee's obligations under this License.

### **Rider ("Rider") TO STUDENT LICENSE AGREEMENT ("License") RULES AND REGULATIONS**

No pets may be kept or harbored in the Unit/Room or elsewhere in the Building.

Smoking is not permitted in or around the perimeter of the Building.

No flammable decorations, non-artificial Christmas trees, noxious materials, illegal drugs or substances, weapons or explosive materials are permitted.

No halogen lamps or bulbs, water-filled furnishings, personal refrigerators, laundry machines or other major appliances may be brought into the building. Cooking appliances may not be used in bedrooms.

No personal cooling or heating units are permitted.

The public halls, stairways, elevators and elevator vestibules shall not be obstructed by carriages, strollers, bicycles, scooters or the like nor used for children's play, loitering or for any purpose other than ingress to and egress from the Apartments.

No doormats, containers, or other personal articles shall be placed in the halls, landings or stairwells.

No one is allowed on the roof. Nothing may be placed on or attached to, stored in or thrown from, roofs, fire escapes, sills, windows, ledges, balconies, terraces, exterior walls, interior or exterior hallways or public areas.

Landlord shall not be responsible for the loss or damage of any delivery or package, unless caused by intentional acts or gross negligence.

No wall-to-wall carpeting or rugs are to be stapled or glued to the floors.

No locks on doors may be changed without NYU's prior written consent.

Policies and regulations with respect to recycling or the disposal of garbage must be followed.

Student's signature or acceptance of a housing Unit/Room or key signifies agreement to and acceptance of all of the terms of this License and its Rider and such scheduling, policies and procedures as NYU may adopt from time to time.

\_\_\_\_\_  
Licensee's signature

\_\_\_\_\_  
date



**Department of Real Estate Development + Facilities (RED+F)**

Real Estate & Housing, Housing Services: [housing@nyumc.org](mailto:housing@nyumc.org) • tel: 212 263 5025 • fax: 212 263 7500

## **Policy on Couples/Family Housing**

Couples/Family housing may be available to NYULMC students, postdoctoral trainees (postdocs), house staff, and nurses, and their spouses, domestic partners, and minor dependents.

### **MEETING COUPLES/FAMILY HOUSING CRITERIA THROUGH MARRIAGE**

- A. A couple who presents a valid marriage certificate is eligible to apply for family housing.
- B. Engagement to be married does not qualify applicants for family housing, unless the applicant meets family housing criteria through domestic partnership.

### **DOMESTIC PARTNERSHIP CRITERIA FOR COUPLES/FAMILY HOUSING**

***Definition:***

Domestic partners are defined as two individuals who live together in a long-term relationship with an exclusive, mutual commitment similar to that of marriage in which the partners agree to be legally responsible for each other's welfare and share financial obligations.

***NYC domestic partnership information***

Please visit the following website:

[http://www.cityclerk.nyc.gov/html/marriage/domestic\\_partnership\\_reg.shtml](http://www.cityclerk.nyc.gov/html/marriage/domestic_partnership_reg.shtml)

To apply for NYULMC couples/family housing, domestic partners must fulfill the following requirements.

1. Current New York residents must have a New York City Domestic Partnership Agreement at the time of application. Those from outside New York City must present to the Housing Office a valid New York City Domestic Partnership Agreement within 30 days after arriving in New York City.
2. Be jointly responsible for each other's common welfare and share financial obligations, as demonstrated by two (2) of the following which must have preexisted for a minimum of six months prior to occupancy:
  1. A joint mortgage or lease.
  2. Ownership of an actively-used joint bank account, joint credit account, or joint ownership of a home.
  3. Designation of domestic partner as primary beneficiary in a will or trust document.
  4. Assignment of durable property or health care power of attorney to domestic partner.
  5. Designation of domestic partner as beneficiary for life insurance or retirement benefits.
  6. Registered as domestic partners in another municipality or country.
  7. Other proof of prior co-habitation for a period of at least six months.

### **CHILDREN AND QUALIFYING DEPENDENTS:**

For children, the eligible housing applicant must provide a valid birth certificate, final adoption papers, or passport indicating the parentage of the child, to the Housing Office.

A qualifying dependent is a person who has been declared as a dependent under the primary occupant's US tax return for tax year before the application for housing. Documentation concerning IRS Qualifying Dependents should be presented to the NYULMC Housing Office.

### **FALSIFICATION OF DOCUMENTATION**

Falsification of documents and records, or failure to report changes in family or couple status will result in a loss of housing eligibility for the student or employee.



**Student's Copy**  
**(Student attaches to his/her Housing Intent Form)**

**NYU SCHOOL OF MEDICINE MD or MD-PhD STUDENT**  
**2013 Housing Lottery Proxy Form—for students not able to attend the Lottery in person**

**Student's Name** \_\_\_\_\_ **Lottery #** \_\_\_\_\_  
Print:          First Name                  Last Name

**E-mail Address** \_\_\_\_\_

**Student's Current Address** \_\_\_\_\_  
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**Proxy's Name** \_\_\_\_\_  
Print:          First Name                  Last Name

**Proxy E-mail address** \_\_\_\_\_  
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In order to confirm your choice of room/apartment you and your proxy must have met the Lottery deadlines and Lottery requirements, and a copy of this completed form must be presented by your proxy at the Lottery. Your proxy must also present their own student i.d. and will sign a Housing License on your behalf at the Lottery.

**CONFIRMATION:**

I require and authorize, and my proxy must: choose my housing at the Lottery and sign my Housing License, which will then become my binding housing assignment as well as my financial and procedural obligation to New York University School of Medicine. The new housing license term will end on June 30, 2014; unless I am graduating, then the term will end on May 31<sup>st</sup>, 2014.

I have read the Lottery policy and the Housing License ("License") which appears as Part C of the Housing Intent Form. I agree to accept my proxy's choice and License signing as my housing assignment and to comply with all requirements of the Lottery policy, Housing License, and other housing and School policies. Housing Services is not responsible for proxy errors, missed deadlines, or for emails, faxes, or telephone messages delayed or not received. My signature or acceptance of a housing unit or key signifies agreement to and acceptance of all terms of the Housing License and such housing policies and procedures as NYU may adopt from time to time.

\_\_\_\_\_  
Student Signature    Date

Please attach a completed hard copy of this page to the first page of the Housing Intent Form. The proxy must also bring a completed hard copy of the proxy form to the Lottery.



