

CONTRACT AND AGREEMENT

1. TERMS AND CONDITIONS OF OCCUPANCY. Your signature on this Housing Application and Agreement ("Agreement") constitutes your agreement to and acceptance of the following terms and conditions. This Agreement is personal and may be neither transferred nor assigned.

2. ELIGIBILITY FOR RESIDENCE. The applicant hereby releases The New School from any liability associated with breach of the foregoing warranty. The applicant must also be participating in one of the ABT Summer Intensives programs.

3. SUMMER HOUSING PERIOD. The summer rental period begins at noon on Sunday, May 30, 2010 and ends at noon on Saturday, June 19, 2010 for the Collegiate Summer Intensive and begins at noon on Sunday, June 20, 2010 and ends at noon on Saturday, July 31, 2010 for the Summer Intensive Program. Individual daily rates are not available. There are no reduced rates for late arrival or early departure. Paid room reservations not claimed on the arrival date will be canceled. The availability of a given room at any given time is subject to change. Room assignments, unless otherwise agreed, are issued at check-in.

4. PAYMENT PROCEDURES. Full payment (which includes a \$250 non-refundable housing deposit) must accompany this application form. Checks or money orders should be made payable to "The New School" in U.S. currency and must be drawn on U.S. banks.

5. CANCELLATION OF THIS AGREEMENT. Withdrawal from the residence hall at any time during the period of the Agreement does not release the Resident from the financial obligation of this Agreement unless the Office of Student Housing, in its sole discretion, finds special circumstances that would merit release. A resident who wishes to cancel this Agreement must petition the Director of Student Housing in writing at least two weeks prior to the requested cancellation date. The \$250 housing deposit is forfeited in all instances. No refund will be made for any resident's late check in or early departure. Once the cancellation request is granted, the resident must vacate the residence hall no later than 72 hours from the date of notification of approval of the cancellation request. Failure to vacate in a timely manner will result in additional penalties. The refund schedule is as follows: Cancel by 4 weeks prior to check-in: 100% refund; cancel by 3 weeks prior to check-in: 50% refund; cancel 2 weeks prior to check-in: no refund.

6. 18 YEARS OLD AND UNDER CURFEW REQUIREMENTS. Individuals who are 18 years of age and under, as of the date of their check-in to the residence hall are subject to curfew requirements. This curfew has been established for Residents' safety. Student Housing will enforce a **midnight** curfew seven days per week for the duration of their stay in the residence hall. Failure to observe this curfew will result in removal from the residence hall. In addition, students who are 18 years old or under may not have overnight guests. Please plan accordingly.

7. KEYS. A Resident is issued a room key and a mailbox key upon arrival. Residents may not have duplicate keys made.

8. USE. Occupancy of the room is for living and study purposes by the Resident only. The following are prohibited in rooms: open coil or open element appliances (e.g., hot plates, grills, etc.); excessive noise; exterior radio or television aerials; pets; firearms or explosives; items on window ledges; drugs without prescription; movement of University furniture and equipment from the designated place. New York City law requires Residents to recycle their waste material. All Residents will be responsible for separating their trash and depositing it in the designated locations. The residence hall is a smoke-free facility. Smoking is not allowed in any area of the building, including bedrooms, hallways, and other common areas.

9. NO ASSIGNMENT. Residents may not assign the space for occupancy by other individuals or permit use of the space and/or occupancy by other individuals, and such assignment or permission shall be void. Applications for a particular type of room, or roommate request based on race, color, religion, sexual orientation, and/or national origin cannot be accepted.

10. CARE AND MAINTENANCE. Residents are responsible for the general condition of the room assigned, including damages, defacement and general order. The Resident shall reimburse the University for all damages and expenses which the University may suffer or incur for repair of his/her room facilities of the building or for repair or replacement of University-provided furniture, caused by the Resident's misconduct or neglect, or by the misconduct or neglect of guests or invitees of the Resident. Unless individually accepted, charges for damages or defacement will be assessed equally against all occupants, regardless of presence at the time of such damages. These charges must

be paid promptly. Charges for damages or defacement of any public area will be assessed against all Residents. Residents are not permitted to post or hang objects on the walls or ceilings or move the furniture around in their rooms. Upon expiration of this Agreement, or upon its termination in accordance with the terms of this Agreement, the Resident shall return the assigned room in the same condition as when it was first occupied.

11. FIRE SAFETY. Residents are required to participate in any fire drills held in the building.

12. BUILDING REPAIRS AND CAMPUS CONSTRUCTION. Summer is the only time that major maintenance work, painting, and other building repairs can be performed in the residence halls. Be aware that painting, carpet replacement, facility enhancement, lighting projects, extended electrical outage for elevator repairs, and other similar work might affect you. Major construction projects are scheduled to take place at various locations on and around the New School campus this summer. Any or all of these projects may cause noise, system interruptions, and access changes. We will make every effort to inform you of any work that might affect your stay.

13. RESERVED RIGHTS OF THE UNIVERSITY. The University reserves the right to enter and inspect any room, when at the discretion of the Vice President of Student Affairs or other appropriate University official, it is deemed necessary (i) for reasons of health, safety or emergency, (ii) for the purpose of insuring compliance with this Agreement; (iii) for the preservation of sanitary conditions; (iv) for fire prevention; (v) for inventory; and (vi) for making necessary repairs. Insofar as is reasonably possible, advance notice will be given. The University reserves the right to change or cancel any assignment. The University reserves the right to terminate this Agreement for violation of its terms and conditions. The University reserves the right at any time to establish or amend any terms, conditions policies or procedure, concerning matters limited to such rules as it deems necessary for the protection of property, safety, health, comfort, and convenience of Residents.

14. LIABILITY. Resident [and his parents] do hereby release, waive, discharge, and covenant not to sue the University, its directors, officers, employees and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from Resident's stay in the residence hall under this Agreement. The University shall not be liable, directly or indirectly, for loss of or damage to a Resident's personal property. The University advises that Residents insure personal property against loss, damage, or destruction arising from any cause, including, but not limited to, fire, theft, water and the elements. In the event of damage by fire, water, steam or other causes, which render an assigned room, unfit for occupancy, the University reserves the right to reassign the Resident to alternate University housing. If such alternate housing is not available or if a Resident rejects the offer of such alternate housing, the University may cancel this Agreement. The University shall not be liable for any damage sustained due to such events.

15. INDEMNIFICATION. The Resident will indemnify and hold harmless the University, its directors, officers, employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, resulting from the acts or omissions of the Resident and his/her guests.

16. MEDICAL INSURANCE. Resident shall have valid accident and medical insurance coverage, verification of which shall be provided to the University at, or prior to, registration.

17. CONDUCT. The Resident agrees to conform to the standards of the conduct that are consistent with the educational objectives of the University. These objectives include: (i) respect for the rights of other Residents, especially the right to privacy, space, and quiet time; (ii) respect for the property of other Residents; and (iii) the unacceptability of the use of physical force and abusive or defamatory language. No lawful or disruptive conduct, including excessive noise, shall be permitted in the room and the facilities of the residence. Any conduct unsuitable for community living, including but not limited to any practice that limits a Resident's of equal use and access to room/suite/hall facilities, shall not be permitted. The Resident shall also be responsible and comply with all policies and procedures as outlined in this Agreement, the Residence Hall handbook, and any other University publication governing conduct.

18. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Residents are subject to all federal, state and local laws. No unlawful conduct shall be carried on or permitted in the rooms or facilities of the residence hall. Residents must obey New York State's drinking laws. In New York State individuals must be 21 or older to purchase alcohol and alcohol may not be served to individuals under 21. Individuals under 21 are not permitted to possess, distribute, or consume alcohol in University facilities. Alcohol cannot be consumed in any public area, inside or outside, unless it is part of a function authorized by the Vice President of Student Affairs. This includes lounges, hallways, stairwells, lobbies, lawns, and similar public or common areas.