

SUMMER INTERN LEASE AGREEMENT

THIS LEASE AGREEMENT, ("Lease"), is made the by and between IONA COLLEGE, 715 North Avenue, New Rochelle, NY 10801 (hereinafter "Landlord"), and _____ (hereinafter "Tenant").

WHEREAS, the Landlord is the owner of certain real property located at 715 North Avenue, New Rochelle, NY(the "Leased Premises"); and

WHEREAS, the Tenant desires to lease from the Landlord, the Leased Premises, subject to the terms and conditions set forth in this Lease.

NOW, THEREFORE, for and in consideration of the rents, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Leased Premises. Landlord does hereby demise and let unto Tenant and Tenant does hereby lease from Landlord, for the term and upon the conditions and covenants set forth herein, the Leased Premises.
2. Term. The term of this Lease (the "Term") shall commence on _____ (the "Commencement Date") and shall continue until _____. Appendix A attached contains additional information relating to the term of this lease.
3. Minimum Rent. During the Term, the Tenant shall pay to the Landlord the weekly rental of _____. Tenant should reference the Summer Intern Housing Application for payment plan information and deadlines. If required, the rent for partial days during the beginning or end of the Term shall be prorated at _____ per day.

If you must vacate your premises before the end of your original lease term, a thirty day written notice is required. You are liable for the rent during this thirty day notice period.

4. Security Deposit. Tenant shall pay a security deposit of \$75.00 to the Landlord prior to the Commencement Date of this Lease. Landlord may deduct money from the security deposit to pay for any damages to the Leased Premises caused by the Tenant or the Tenant's guests. In addition, the Landlord may deduct the security deposit to pay for any unpaid rent or other charges. After deducting amounts for damages and unpaid rent and charges, if any, Landlord agrees to send to the Tenant any remaining security deposit money no later than 30 days after the Lease ends and the Tenant vacates the Leased Premises. Landlord also agrees to send to Tenant a written list of damages and amounts of money deducted from the security deposit, if any. Tenant agrees to give Landlord a written forwarding address when Tenant vacates the Leased Premises and the Lease ends. Tenant may not use the security deposit as payment of the last month's rent.
5. Landlord's Duties. Landlord agrees to give the Tenant possession of the Leased Premises on the Commencement Date of the Lease. If Landlord cannot give Tenant possession of the Leased Premises on the Commencement Date, the Tenant is not liable to pay rent until the day Landlord gives possession of the Leased Premises to the Tenant.

6. Damage to Leased Premises. The Tenant agrees to notify the Landlord immediately if (i) the Leased Premises is damaged by fire or any other cause; or (ii) there is any condition in the Leased Premises that could damage the Leased Premises or harm the Tenant or others.
7. Insurance. The Landlord agrees to insure the building where the Leased Premises is located. However, the Tenant's own property is not insured by the Landlord's insurance and the Tenant is responsible for obtaining insurance on the Tenant's own property that is located in the Leased Premises.
8. Assignments or Subleases by the Tenant. The Tenant agrees not to transfer (assign) this Lease to any other person or entity. The Tenant agrees not to lease (sublease) all or any part of the Leased Premises to any other person or entity. The Tenant agrees that if the Tenant transfers this Lease (assigns) or leases all or a part of the Leased Premises to another (sublease), Tenant has violated this Lease.
9. Responsibility for Damage to Property or Injury to People. The Landlord is responsible for all damage to property or injury to people caused by the Landlord's, or the Landlord's representatives', intentional or negligent acts at the Leased Premises. The Tenant is responsible for all damage to property, including the Leased Premises, and injury to people caused by the Tenant and/or the Tenant's family or guests or the Tenant's failure to fulfill its obligations under this Lease including, but not limited to, its obligations to maintain the Leased Premises.
10. Use of the Leased Premises. The Tenant agrees (i) to use the Leased Premises only as a residence; (ii) to obey all federal, state and local laws and regulations when using the Leased Premises; (iii) not to store any flammable, hazardous, or toxic chemicals or substances in or around the Leased Premises; (iv) not to do any activities in or around the Leased Premises which could harm anyone or damage any property; and (v) that the Tenant will not allow any person to occupy the Leased Premises.
11. Landlord's Right to Enter the Leased Premises. The Tenant agrees that the Landlord and the Landlord's representatives shall have the right to enter the Leased Premises at all reasonable times after providing the Tenant with advance notice. The Tenant agrees that no such advance notice shall be required to enter the Leased Premises in the event that the Landlord or its representative reasonably believes that an emergency exists. The Landlord and the Landlord's representatives have the right to inspect, to make repairs, to do maintenance, and to show the Leased Premises to others.
12. Care of the Leased Premises. The Tenant is responsible for, and will take good care of, the Leased Premises and all of the property in and around the Leased Premises except that the Landlord shall be responsible for the maintenance of built-in appliances. The Tenant agrees to pay for any damage caused by the Tenant or the Tenant's guests. The Tenant agrees to turn over possession of the Leased Premises to Landlord when the Lease expires or is terminated. Tenant will be held responsible for the condition and cleanliness of their room and its furnishings and

for any loss or damage other than normal wear that may occur during their occupancy. Any excessive clean-up, which goes beyond the normal custodial service, will be charged to the Tenant responsible and Landlord may utilize the security deposit for payment of any such expenses. If it cannot be determined who is responsible, the charge will be distributed among the Tenants in that particular living unit. The minimum charge will be a three-hour overtime charge for each custodial staff performing the clean-up.

13. Violations of this Lease. If the Tenant violates this Lease, the Tenant may forfeit his security deposit. In addition, if the Tenant violates this Lease, the Landlord reserves the right to commence legal proceedings to recover possession of the premises and/or damages and expenses as a result of said violation. Tenant should not sign this Lease unless the Tenant has read the Lease and clearly understands the information in this section concerning Lease violations.

The Tenant violates this Lease if the Tenant:

1. Fails to pay rent or other charges to the Landlord when due, or
2. Leaves (abandons) the Leased Premises without the Landlord's written permission prior to the expiration of the then current term of the Lease, or
3. Does not leave (vacate) the Leased Premises in good condition at the expiration or termination of the then current term of the Lease, or
4. Fails to comply with the terms of this Lease.

If the Tenant violates the Lease, the Landlord may sue Tenant in court:

1. To collect overdue rent, late charges, other fees and/or money damages caused by the Tenant's violation(s) of the agreements in this Lease; and/or
2. To recover possession of the Leased Premises (eviction); and/or
3. To collect for unpaid rent until the end of the then current term of the Lease.

The Tenant agrees that the Landlord may receive reasonable attorney fees and costs as part of a court judgment in a lawsuit against the Tenant for violation(s) of the agreements of the Lease.

14. Alcohol. Alcohol may not be consumed and alcohol containers may not be possessed anywhere on campus.
15. Pets. The Tenant agrees that the Tenant will NOT keep any pets on the Leased Premises. The Tenant agrees that the Tenant WILL NOT ALLOW Tenant's guests or others to have pets on the Leased Premises.
16. Visitors. Tenants must register all visitors with the Front Desk upon the visitor's arrival.
17. Non-smoking. All college-owned facilities are smoke-free facilities. Smoking is only permitted on campus in designated areas.
- A. Beginning summer 2016 a smoking / cleaning fee of \$250 per room, per incident will be assessed for residents who are found smoking within the residential halls. Please

ask a member of the OCS staff for designated outdoor smoking areas. The College reserves the right to initiate disciplinary procedures against any individuals found to be in repeated violation of this policy.

18. Restricted Items. To prevent personal injury and/or damage to property, the possession or use of any potentially dangerous item or material is strictly forbidden in the residence halls or on campus. Such items are subject to confiscation and the bearer to disciplinary action. Any firearms, ammunition, air-guns, compressed air canisters, spring type weapons, sling shots, martial arts weaponry, explosives, fire-crackers, chemicals, portable heating units of any kind, halogen lamps, multi-bulb lamps, homemade TV and radio antennas, candles, incense, water balloons, dart-boards, knives, swords, whips, switchblades, and water beds are among those items prohibited (see also: Fire Prevention). Spray painting in residence halls is prohibited.
19. Decorations. Decorations must be removable without damage to paint or finished surfaces of the room. Nails, tacks, scotch tape, plastic hooks, adhesive stickers, contact paper, decals and paneling are considered damaging and are prohibited. No object may be hung from the ceilings, pipes, or fire safety equipment.
20. Trash/Cleanliness. Tenant is responsible for removing personal trash directly to the dumpsters. Removal of recyclable materials to the appropriate containers also remains the responsibility of Tenant. During deliveries or entry for maintenance, staff may address trash or cleanliness condition concerns with tenants. Individuals, sections, halls, and entire buildings will be held responsible where trash is deliberately left in and around public areas of a residence hall. Failure to follow this policy may result in fines.
21. Restricted Areas. Tenant is prohibited from entrance into restricted areas such as roofs, mechanical equipment rooms, attics, buildings closed for vacation, etc.
22. Custodial Service. Custodial service is provided for all building common areas only. Cleaning of Tenant rooms is the responsibility of the individual Tenant.
23. Noise. Stereo music and other loud sounds and noises interfere with the normal functions of the campus and are disruptive to the community. Such loud music or noise infringes upon the rights of others to study, to conduct classes, or to carry on necessary duties and functions at the College.
24. Mail Services. If you wish to mail program materials prior to your conference / program we are more than happy to assist you in doing so. Please adhere to the following guidelines to ensure that your program materials reach the right destination and are on-site for your program.

Mail Services will be available to all summer residential guests. Please adhere to the following guidelines to ensure that we can deliver your mail correctly.

Resident Name
c/o Iona College - OCS
715 North Avenue
New Rochelle, New York 10801
U.S.A.

- Any packages received for residents will be delivered to the front desk of the hall you are currently staying in. The OCS Staff will leave a purple mail slip taped to your door to notify you that you mail waiting for you at the front desk. Please bring the purple mail slip to the front desk to retrieve your package.

25. Security.

- A. *Keys:* The unauthorized possession, alteration, or defacement of any key and the illegal entry of any room is strictly prohibited.
- B. *Unauthorized Entry:* Unauthorized entry or permitting unauthorized entry into residence halls is a violation of this Agreement.
- C. *Exterior Doors:*
 - 1. All residence halls are locked 24 hours a day.
 - 2. Campus Safety must be called if the doors are broken and will not lock. In addition, report maintenance problems relative to building security to the Campus Security Office.
 - 3. Propping exterior doors and/or allowing unauthorized individuals into residence halls is prohibited.
- D. Lost Keys:
 - 1. Lost keys must be promptly reported to the Office of Conference Services.
 - 2. Upon notification of a lost room key, the lock will be changed and the tenant responsible will be charged for the cost of the lock core(s) and issuance of keys to all residents. All lock and key charges will be invoiced on tenant accounts. Lock change charges vary depending on location. For security of the affected residents, loss of keys to houses may result in re-keying of the entire building at the expense of the responsible Tenant.
 - 3. Tenants will normally be charged for all replacement keys and lock changes unless it is determined by the College locksmith that the breakage was due to malfunction of the lock. Tenants are not permitted to allow another individual to use their key(s).
- E. *Key Collection: Check out:* All keys must be returned to the Office of Conference Services upon check-out.

26. Fire Safety.

A. *Fire Alarms and Equipment:*

- 1. Fire equipment is to be used only as necessary in the case of fire. Its use and misuse must be reported to the Office of Conference Services and/or Campus

Security immediately so that it may be restored to useful condition with no unnecessary delay.

2. Fire equipment includes (but is not necessarily limited to) fire bells, pull stations, alarms, extinguishers, hoses, exit signs, smoke detectors, sprinkler systems, instruction signs, equipment cases, and electrical panels.
3. Tenants face fines and disciplinary action for needlessly tampering with, discharging, stealing, or improper use of fire alarms and/or equipment.
4. When the person responsible for tampering with fire alarms and/or equipment cannot be identified, individuals residing within the section will be billed the cost of the entire fine plus maintenance charges in accordance with the College damage assessment procedures.

B. Fire Prevention:

1. Tenants are expected to be alert at all times to the hazards and dangers of fire in their area and to exercise all proper precautions to prevent fire, notify proper authorities of any potential fire and safety hazards, and promptly report a fire.
2. Tenants are expected to help prevent false alarms and should report any tampering with the alarm system to Campus Security.
3. Flammable substances and solids, such as gasoline, benzene, naphtha, cleaning fluids, explosives, and fireworks may not be used or stored in residence halls. Lighted candles, incense, kerosene lamps, halogen lamps and tenant installed electric heaters may not be used in the residence halls.
4. All cooking must be confined to the designated kitchen area in the Tenant's suite. Use of electrical appliances such as hot plates, heating coils, coffeepots, popcorn poppers, electric frying pans, toaster ovens, irons, and electric heaters are prohibited in social lounge areas.
5. Storage or placement of any items (including trash, bicycles, boxes, furniture, etc.) in public areas such as corridors, stairwells, or balconies is prohibited. The College will remove items placed or stored in public areas with a charge for their release. Items may not be left outside residence buildings at any time (i.e. trash cans).
6. All decorations used in corridors or public areas shall be flameproof or fire resistant materials. The College reserves the right to remove any and all decorations that do not comply.
7. Hanging of cloth material along walls is prohibited for safety reasons. No material or paper may be draped or affixed overhead or from ceiling pipes.
8. Section and fire doors are to remain closed at all times. Residents of the section will be held responsible when the doors are blocked or propped open. A door will be considered propped if there is any physical obstruction (such as tape, stones, cardboard, trash cans, etc.) which prevent it from closing or locking.

C. Fire Drills and Safety Inspections:

1. All persons must evacuate the building when a fire alarm is sounded.
2. The Office of Campus Security shall be responsible for establishing procedures for supervised fire drills in residence halls in compliance with local and state fire safety regulations.
3. Alarm systems shall not be tampered with or tested by unauthorized persons.

4. Each resident and any guests will leave the residence hall according to instructions for the area where they are when the alarm is sounded.
5. Lack of cooperation during fire drills and active alarms will be considered a material breach of this Agreement.
6. Authorized representatives of the College shall have the right to enter any room at any time for maintenance, repairs, and inspection for health, security, and safety hazards. After inspection, failure to amend hazards or violations may result in termination of the Tenant's lease.

27. Nonwaiver. Any failure of Tenant or Landlord to enforce any remedy allowed for the violation of any provision of this Lease shall not imply the waiver of any such provision, even if such violation is continued or repeated, and no express waiver shall affect any provision other than the one(s) specified in such waiver and only for the time and in the manner specifically stated.

28. Entire Agreement; Interpretation. This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings. Landlord and Landlord's agents have made no representations, agreements, conditions, warranties, understandings or promises, either oral or written, other than as set forth herein, with respect to this Lease, the Premises or otherwise. This Lease shall not be modified in any manner or terminated except by an instrument in writing executed by the parties.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL OF THE PROVISIONS IN THIS LEASE.

IONA COLLEGE

(Landlord)

By: _____

Name: _____

Title: _____

Print Name (Tenant)

Signature (Tenant)

Date: _____



Invoice #

Appendix A
Office of Conference Services

First:

Iona College will provide Tenant use of the following space with associated charges listed below, on the following dates and times for purpose of housing.

Intern Full Name:	Contact Phone Number:
Home Address:	
Arrival Date:	Departure Date:
Total # of Nights:	Accommodation Type:
Total Amount Due:	

Second:

- \$75 housing deposit is required. After departure if no damages are found to the room the housing deposit will be reimbursed via check and/or credit card.
- Upon departure tenant must return the IONA ID card and bedroom key. Replacement fees are \$20 for ID cards and \$100 for bedroom keys.
- Tenant’s guests must register at the Conese Hall front desk and leave a photo ID while in the building. All overnight guests must be registered with the Office of Conference Services via email at czapata@iona.edu. Summer tenants of the intern housing program are allowed one overnight guest per week.
- Housing payments are to be made bi-weekly, with the first payment being made by **Friday, June 3rd, 2016.**
- Housing payments can be made via check or money order made payable to Iona College or online via the Conference Services online payment portal (www.iona.edu/conferenceservices).
- Late housing payments will accrue a \$25 late fee.

- Upon your arrival check-in will take place at the front desk of Conese Hall. If you have any questions or concerns the Summer Conference Assistants will be happy to assist you.
- If you have any questions prior to your arrival on campus please contact Cindy Zapata at 914.637.7790 or czapata@iona.edu
- All tenants must sign and submit a liability waiver in order to access the Iona College athletic facilities.
- All tenants parking on campus must fill out a vehicle information sheet in order to receive a parking pass. Please display this parking pass on your dashboard while parking on campus. Please obey all parking rules when parking on campus. The Murphy Parking Lot, labeled "B" on the campus map is the option for overnight parking closest to the residence halls. Parking is free of charge on campus.

Third : Payment Plan

By signing this agreement you are approving the payment plan as set forth below.

<u>Payment Type</u>	<u>Amount</u>	<u>Due Date</u>	<u>Status</u>	<u>Balance</u>
Total Housing Costs				
1 st Payment				
2 nd Payment				
3 rd Payment				
4 th Payment				
5 th Payment				
6 th Payment				
Final Invoice *				

* Final Payment is only issued if program changes are made and/or damages have occurred. In this instance a final invoice will be issued with payment due within ten business days.