

RESIDENT MEMBERSHIP AGREEMENT

Resident Member Name: {{Name_First}} {{NAME_LAST}}

Start Date: {{Check_In_Date}} End Date: {{Check_Out_Date}}

International House (“IH”) is a residency program for graduate students and young professionals built on the notion that living together in a diverse community instills a lifelong dedication to cross-cultural understanding. As a non-profit organization, Resident Members are substantially subsidized by philanthropic contributions to supplement Resident Fees. Resident Members of IH are carefully selected by the Admissions Committee to create a diverse community that is committed to the ideals of cross-cultural exchange, friendship, honesty, **respect, empathy, and moral courage**. As a Resident Member of IH, you are not a tenant, and IH is not a landlord. You are a member of a community devoted to a mission. Community life is different than living independently—each Resident Member has a level of personal responsibility to others in the community. Understanding and respect for community norms and practices, along with some degree of compromise in the face of individual desires, is required.

To ensure the safety and security of all members of our community, and in accordance with our founding values and principles, **all Resident Members must read and abide by the policies and procedures contained within this Resident Membership Agreement (this “Agreement”) and on the [IH website](#).**

This Agreement creates a license (“License”) from IH, as Licensor, to the Resident Member, as Licensee. This License is for the use of an assigned space in IH and may not be assigned or modified by the Resident Member except as provided herein. The Resident Member hereby acknowledges and agrees that the License provided under this Agreement does not establish a landlord-tenant relationship between IH and the Resident Member subject to federal, state or New York City rent stabilization laws or other laws, or regulations associated with leases, the payment of rent, or any other rights and obligations of landlords and tenants. Resident Member acknowledges and agrees that the residence provided under this Agreement does not constitute a “multiple dwelling” under state or New York City law. Resident Member further acknowledges and agrees that any occupancy of a residence unit is contingent upon adhering to IH rules and regulations and the terms of this Agreement.

I. MEMBERSHIP PERIOD

Your resident membership was approved by the Admissions Committee of IH from {{check-in date}} until 11:00 AM on {{check-out date}}.

At the end of this period, you are required to return your membership card and key(s) to Bursar Services at the Riverside Reception Desk, unless you have been approved for an extension. You may apply to extend your resident membership, provided you maintain eligibility, your membership is in good standing, and you re-apply by the posted deadline. Applications for extension and renewal of resident membership are subject to review and written approval by the Admissions Committee, and admission is not guaranteed.

II. ELIGIBILITY

IH is a selective membership organization whose members are chosen through a competitive application and approval process. You must maintain your eligibility as a full-time graduate student, professional, full-time intern, or trainee, visiting scholar, or private study student (engaged in at least two lessons per week) during the entire period of this Agreement.

Resident membership is limited to three academic years, as long as eligibility is maintained throughout the three years. For interns or trainees, resident membership is limited to one academic year.

III. RESIDENT MEMBERSHIP FEES

You assume full responsibility for timely payment of the below fees (the “Resident Membership Fees”) unless a sponsoring institution has confirmed financial responsibility in writing to IH. Payment is due upon arrival or by a date specified by IH at the beginning of each semester.

- A. The Resident Membership Fees for your assigned room.
- B. A non-refundable, non-transferable Dining Services Credit charged per day for the period of your Resident Membership, to be used toward purchases in the Dining Room only. Fee is applicable regardless of weekly and holiday facility operational hours.
- C. A Security Deposit (equal to 30 days of Resident Membership Fees) refundable after departure when all outstanding charges have been paid and all IH property has been returned in good condition. In the event of any violation of the terms of this Agreement, IH may retain all or a portion of this deposit.
- D. Where applicable, additional fees as described on the Fees page of the IH website.

You acknowledge and understand that all Resident Membership fees are subject to change with sixty days’ notice.

Should you depart IH with an unpaid balance, IH reserves the right to charge the amount of that balance to your credit card or other payment method on record.

IV. EARLY DEPARTURE

If you would like to depart I-House prior to your scheduled departure date, you must make an Early Departure request in writing to admissions@ihouse-nyc.org. Once the Admissions Office has received this written notification of an early departure, Admissions will process the request, confirm your new departure date, and notify you of the applicable charges, if any.

- A. If you request an early departure at least thirty (30) days before your requested departure, there is no fee.

B. If you request an early departure less than thirty (30) days in before your requested departure, you will be charged for the days through your original departure date or for thirty (30) days from the date of the request, whichever is the lesser amount.

V. YOUR ASSIGNED ROOM & FURNISHINGS

A. You may not permit the use of your room/apartment by anybody else. Additional qualified Residents Members are only permitted in studio and one-bedroom units and only with approval in advance from the Admissions Office.

B. Upon arrival, you will assess the condition of your room/apartment and its furnishings on a form to be returned to the Facilities Management Office.

C. Upon your departure, you must return your room/apartment to IH in the same condition as when you arrived. Charges for damage will be deducted from your security deposit.

D. You are responsible for regular cleaning of your room/apartment, including the furnishings, appliances, fixtures, and common areas of units in IH North. Failure to do so may result in a cleaning fee, which in IH North apartment suites will be assessed equally to all members of the suite.

E. You must promptly notify the Facilities Management Office of any hazardous or other conditions in IH requiring repair or maintenance.

F. You are not permitted to alter or make improvements to your assigned room/apartment in any way without prior written permission from IH.

G. The following are prohibited: dishwashers, clothes washers, dryers, electric stoves, used furniture, garbage disposals, and microwave ovens (in IH South).

H. You are not permitted to remove any IH property.

I. Belongings left after departure will be considered abandoned and may be disposed of by IH.

J. Charges for the removal of abandoned or damaged property, lost keys, or any conditions that were not reported will be charged to your security deposit.

K. Charges for furniture, appliances, or IH property that were in the room/apartment upon your arrival, but no longer there upon your departure, will be charged to your security deposit.

L. IH reserves the right to change your room location if circumstances require

VI. INSPECTIONS

For the comfort and safety of all members of our community, IH reserves the right to enter rooms and apartments for reasons of health, safety, emergency response, ensuring compliance with this Agreement, inventorying, and making repairs. When possible, IH will give advance notice of room entry, however, when personnel have reasonable belief that there exists a violation of IH regulations, local ordinances, federal, or state laws and/or in the case of an emergency, or necessary repair they may enter without any prior notice.

VII. WINDOW GUARDS

Window guards shall be installed in all windows where a child 10 years of age or younger is assigned. You may also request window guards should you wish to have them.

VIII. LIABILITY

IH is not responsible, directly or indirectly, for any loss, theft, or damage to any personal property. As detailed on the policies & procedures section of the IH website, neither you nor your guests are covered by IH for any losses relating to your or their personal property. It is strongly advised that you obtain your own personal property insurance for all of your belonging. In the event of damage by water or fire or any other cause that renders a residential area unavailable, unfit, or unsafe for occupancy, IH reserves the right to reassign you to an alternate residential area or to terminate the License provided under this Agreement if such reassignment is not possible, pursuant to Section XI herein. All residential buildings experience occasional maintenance malfunctions and require routine maintenance on a regular basis. IH does not reimburse resident members for occasional inconveniences resulting from such maintenance.

IH is not responsible, directly, or indirectly, for any injury to you or your guests.

IX. CONSENT

You grant IH irrevocable and unrestricted permission to publish without compensation, in any manner or medium, images of you, or in which you may be included, for IH publications and promotional materials, including but not limited to newsletters, brochures, website, and social media.

X. CODE OF CONDUCT

You agree to adhere to the Code of Conduct, included in Appendix I, and understand that any violation of the Code of Conduct can lead to disciplinary action up to and including termination of your Resident Membership.

XI. COMPLIANCE, TERMINATION, AND INDEMNIFICATION

You and your guests must comply with all IH policies as provided in this Agreement, the IH Code of Conduct and the Policies section of the IH website, as well as all future rules and regulations IH may implement, and all applicable local, state, and federal laws.

IH reserves the right to review all violations of this Agreement, the Code of Conduct and/or the policies listed in Section X. Violations include but are not limited to:

- A. failure to carry out the responsibilities described in this Agreement;
- B. failure to make payment of Resident Membership Fees when due;
- C. failure to meet eligibility requirements; and
- D. creating conditions that do not meet the health, safety, and security requirements described in this Agreement.

If you violate any of the terms of this Agreement, or if the residential area is rendered unavailable, unfit, or unsafe for occupancy as provided in Section VIII of this Agreement, each as determined in IH's sole discretion, IH may take appropriate action, up to and including terminating your membership and the License provided under this Agreement. IH will notify you, and you must leave IH immediately upon receipt of notice. If you fail to leave, IH has the right, without further notice, to deny entry to IH and your assigned room, terminate use of facilities, or participation in programmatic activities, and exercise any and all other rights IH may have. Resident Members shall promptly reimburse IH for any costs and expenses to IH (including attorney's fees) in exercising its rights and remedies.

You agree to indemnify and hold IH harmless from all costs and claims arising from, or in connection with, any losses, damages, or fines (including without limitation, reasonable legal expenses) caused by, or resulting from, in whole or in part, the conduct of you or your guests.

XII. RELEASES

In consideration of being permitted by IH to use and occupy its premises as a Resident Member of IH, you agree to all the terms and conditions set forth in this Section.

A. You hereby expressly waive and release any and all claims, now known or hereafter known, that you have or hereafter can, shall, or may have, against IH, and its officers, trustees, managers, employees, agents, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, property damage, or any other harm, that arise out of or relate to your occupancy, this Agreement, or IH, including claims arising out of the ordinary negligence of IH or any Releasees. You covenant not to make or bring any such claim against IH or any other Releasee, and forever release and discharge IH and all other Releasees from liability for such claims. The releases herein do

not extend to claims for gross negligence, willful misconduct, or any other liabilities that New York law does not permit to be released by agreement.

XIII. MISCELLANEOUS

A. This Agreement, all matters related to it, and the releases set forth in the Releases Section above shall be governed by, and construed in accordance with, the laws of the State of New York.

B. No amendment, modification or waiver of this Agreement or any provision herein shall be valid or effective unless in writing and signed by the parties to this Agreement.

C. This Agreement and the releases herein constitute the sole and entire agreement between you and IH with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the releases is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or releases or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement and the releases are binding on and shall inure to the benefit of you and IH and the parties' respective successors and assigns. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THE RELEASES AND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IH.

International House Resident Member Agreement

ACKNOWLEDGEMENT AND SIGNATURE PAGE

ACKNOWLEDGEMENT

In offering to enter into this Agreement, IH has relied on the information provided in your application for Resident Membership or extension and renewal of Resident Membership. By signing below, you (i) affirm the continued accuracy and completeness of the information provided in your application, (ii) accept the terms and conditions stated herein, and (iii) demonstrate your commitment to the high standards set in IH's **vision, mission, and values**.

Should you no longer be able to meet the terms and conditions for the period covered by this Agreement, you will notify IH within 10 business days.

INTERNATIONAL HOUSE

Resident Member Signature

Name: [●]¹
Title: [●]

Date

Date

Appendix 1

CODE OF CONDUCT

I. Purpose

International House (I-House), like other communities and organizations in our society, has a right to require the cooperation of its members in the performance of its functions, and to oversee and regulate the conduct and behavior of such members which, actually or has potential to, impede, obstruct, or threaten the maintenance of order and achievement of its goals. I-House has selected its Resident Members to create a diverse community that is committed to the ideals of cross-cultural exchange, friendship, tolerance, respect, empathy, and moral courage. As a Resident Member, you are required to maintain standards of conduct that are consistent with the objectives of International House. These standards include, but are not limited to:

- Respect for the rights of others, including the right to peaceful coexistence (e.g., study time and rest);
- No tolerance for verbal or physical violence, and bullying;
- No tolerance for violations of interpersonal integrity, such as sexual misconduct, stalking, or use of abusive or defamatory language to any member of the resident community or staff.

Any violations of the Community Standards will lead to disciplinary action in accordance with the I-House Disciplinary Process. This policy applies to all I-House Resident Members.

II. Policies

To ensure the safety and security of all members of our community, and in accordance with our founding values and principles, Resident Members must abide by all I-House policies and procedures as agreed to upon signing the Resident Member Agreement at check in. These policies, found [here](#), include but are not limited to the following:

1. Resident Members must abide by all U.S. federal, state and local laws.
2. **Disorderly Conduct:**
 - a. Disorderly, disruptive, or antagonizing behavior that interferes with the safety, security, health or welfare of the community, and/or the regular operation of I-House is prohibited.
 - b. Behaviors that, by virtue of their intensity and/or repetitiveness, interfere with I-House programs is prohibited.
 - c. Failure to observe I-House Quiet Hours on the residential floors, from 11:00 PM to 9:00 AM is prohibited, as is excessive noise that disturbs others at any time.
3. **Bullying, Threatening, and Abusive Behavior:**
 - a. Engaging in or threatening to engage in behavior(s) that, by virtue of their intensity, repetitiveness, or otherwise, endanger or compromise the health, safety or well-being of oneself, another person, or the general I-House community, or that disrupt the effective continuation of the academic/educational process for individual Resident Members or for the general I-House community is prohibited.

This includes, but is not limited to, threatening, tormenting, mocking, intimidating, maliciously or inappropriately ridiculing another's work or comments beyond the scope of scholarly inquiry, and exploiting known psychological or physical vulnerabilities or impairment.

b. Abusive behavior toward an I-House employee or agent acting in performance of their duties is prohibited.

c. Physical violence, actual or threatened, against any individual or group of persons is prohibited.

d. Hazing is prohibited.

e. Unjustified abuse, neglect, or violence toward an animal is prohibited.

4. **Membership Cards:**

a. Resident Members must display their I-House membership card when entering the building.

b. Membership cards may not be shared or given to others for use in accessing I-House facilities, benefits, or services under any circumstances.

c. Membership cards may not be duplicated, and Resident Members may not possess duplicate membership cards and/or fobs.

5. **Weapons:**

a. Weapons of any kind—including firearms, knives with a fixed blade or longer than 2.5 inches, explosives, fireworks, ammunition, dangerous chemicals, or any substance or item that any reasonable person would consider having the possibility of doing bodily harm—are strictly prohibited on IH property.

6. **Destruction of Property:**

a. Destroying, defacing, damaging, or stealing IH property, or that of others, is prohibited.

7. **Theft & Unauthorized Takings:**

a. Theft or improper use of I-House property, or that of others, regardless of the intent to return the item, is prohibited.

b. Knowingly possessing, selling, or distributing stolen property or materials is prohibited.

8. **Unauthorized Entry:**

Unauthorized entry into I-House premises without proper authorization is prohibited and is considered trespassing. This includes, but is not limited to, fire escapes and individual resident rooms without invitation.

9. **Commercial Activities & Gambling:**

a. Commercial or business activities anywhere in I-House is strictly prohibited under I-House's non-profit status.

b. Solicitation, use of I-House facilities, resources or services, or misappropriation of I-House's name, for the purpose of conducting business or non-profit endeavors not otherwise authorized or sponsored by the I-House is prohibited.

c. Gambling is strictly prohibited at I-House unless at an I-House sponsored event

10. **Fire Safety:**

- a. Intentionally or recklessly damaging or destroying property by fire or explosives is prohibited.
 - b. Creating or maintaining a fire or fire hazard is prohibited.
 - c. Tampering with or misuse of emergency or fire safety equipment, including emergency call devices, fire alarms, fire exits, firefighting equipment, smoke/heat detectors, or sprinkler systems is prohibited.
 - d. Failing to immediately exit any facility or building when a fire alarm or other emergency notification has been sounded is prohibited.
- 11. Guests & Visitors:**
- a. You must follow the I-House Guest Policy.
 - b. Knowingly allowing one's visitors or guests to violate this policy or other I-House policies or failing to monitor the behavior of one's visitors or guests to assure their adherence to such standards is prohibited.
- 12. Failure to Comply:**
- a. Failure to comply promptly with the reasonable request or instruction of an I-House employee or agent acting in an official capacity, including, but not limited to, refusing to provide identification, refusing to dispose of or turn over to I-House authorities prohibited items, leaving the scene of an incident, requests to disperse, or violation of a no contact directive is prohibited.
 - b. Failing to abide by or fulfill the terms of a sanction or condition issued through the I-House Disciplinary Process is prohibited.
- 13. Information Technology:**
- a. Resident Members must comply with the I-House Information Technology (IT) Policy, which governs the acceptable use of wireless services and other electronic resources.
- 14. Health and Safety Policies:**
- a. Resident Members must comply with I-House health and safety policies, including non-smoking rules, fire safety requirements, drug and alcohol policies, and, if in force, any COVID or other infectious disease policies.
 - b. Resident Members may not jeopardize their safety, or the safety of others, or behave in a manner that endangers themselves or the wellbeing of others.
 - b. Failure to abide by any governmental orders issued concerning public health is prohibited.
- 15. Interpersonal Integrity Policies:**
- a. Resident Members are required to comply with all other I-House Community Standards, including but not limited to the Sexual Misconduct and Non-Discrimination policies.
- 16. Retaliation:**
- a. Participating in any adverse action against an individual for making a good faith report of prohibited conduct or participating in any proceeding under this policy. Retaliation includes threatening, intimidating, harassing or any other conduct that would discourage a

reasonable person from engaging in activity protected under this policy is prohibited.

17. Violations of Other Policies:

- a. Engaging in behavior prohibited under other established I-House policies not otherwise cited above is prohibited.

III. Reporting

Any member of the I-House community who observes or experiences a violation of an I-House policy may file an [online complaint](#) with the Vice President for Programs & Resident Life or his/her appointed representative. The person filing the complaint must have direct knowledge and details of the incident. Violations reported to the Vice President for Programs & Resident Life or recorded by the Public Safety Team will be resolved following the I-House Disciplinary Process. Every effort will be made to maintain confidentiality when possible.

Lack of compliance with any of these policies may result in immediate termination of your membership and housing privileges in accordance with I-House's Disciplinary Process.