92NY RESIDENCE

AT 92ND STREET Y

1395 Lexington Avenue / New York, NY 10128

www.92NY.org /residence

t: 212.415.5660 / e: 92Yresidence@92NY.org

Rules & Regulations

You and 92NY share a mutual responsibility to ensure a dignified, respectable, and constructive experience in group living. We do our best to provide a congenial, comfortable, and cultural atmosphere, and we expect you to cooperate by helping us to achieve and maintain these benefits.

To help you become fully aware of the procedures and the regulations, please read the following sections carefully. After you have read the Regulations, sign a copy and return it to the Residence Department with your application. This document memorializes the respective legal obligations between you and 92NY.

PLEASE SIGN THIS FORM:

MAKE A COPY, SUBMIT THE SIGNED FORM TO THE RESIDENCE

DEPARTMENT AND KEEP THE OTHER COPY FOR YOURSELF

I. ROOM OCCUPANCY

- 1. Minimum residence is one month. The maximum residence is one year.
- 2. No other person may use your room, nor any other bed in your room, without the prior written consent of the Residence Department. You cannot sublet or assign the rights to your room.
- 3. Residents of double rooms must not occupy or intrude upon the other half of the room, otherwise they will be charged for use of both halves.

- 6. Room keys must not be duplicated or replaced by residents, nor may they be loaned to anyone else, including friends or other residents.
- 7. One set of bed linens is provided. If you use them during your stay, you are responsible for laundering them.
- 8. No furniture other than that supplied by 92NY may be brought into the room without prior permission of the Residence Department. The existing room furniture may be moved from its present position but must be put back to its original configuration by your departure.
- 9. Nothing may be painted on the walls. Masking tape may be used on walls, never cellophane or double-sided tape. Any damage to the walls, floors or furnishings caused by the resident, or his/her guest, will be deducted from the resident's security deposit.

II. CONDITIONS OF THE RESIDENCE

- 1. 92NY is a SMOKE-FREE FACILITY. Smoking is prohibited in all areas of the building, including Residence rooms. Failure to comply will result in fines and possible eviction.
- 2. Tampering with or rendering inoperable any fire protection system in 92NY: smoke detectors, fire

4. Guests (accompanied by resident) are permitted in the residence:

Mon-Thu, 12 pm-11 pm

Fri, 12 pm-2 am

Sat, 9 am-2 am

Sun. 9 am-11 pm

Guests must sign in at the Security Desk showing current valid identification i.e., driver's license, credit card or school ID card to the guard. Guests without proper identification are not permitted. The propriety and sufficiency of the identification is within the sole discretion of 92NY. Upon departure, guests must sign out at the same place. The resident must escort guests in and out of the building and is responsible for the guest's signing in and out.

5.Overnight guests (no minors) are permitted as a courtesy to the residents: arrangements must be made with the Residence Department for one guest to stay for not more than four nights in a seven-day period. There is a nominal fee for a guest. Guests will be issued a guest pass. Upon request, linens and a guest bed will be provided as inventory allows. Arrangements must be made prior to our closing of the business day you wish to have a guest (can also be done in advance). Overnight guests must always be accompanied by the resident host while in the building. Resident hosts must ensure that all guests abide by the rules and regulations of the Residence. Resident host will be held responsible for any violations of our policies.

extinguishers, alarm systems, sprinklers or other fire appliances and related appurtenances, is **UNLAWFUL** and in violation of 92NY safety regulations. Such behavior will result in automatic grounds for residence termination.

- 3. The possession or use of illegal drugs, or those not prescribed by a physician and deemed harmful or injurious by medical authorities, is not permitted.
- 4. Alcoholic beverages are not permitted anywhere in the residence.
- 5. Explosives and/or firearms may not be brought into 92NY.
- 6. The use of any open flame, such as candles or incense, is strictly forbidden.
- 7. The use of electric cooking, heating and toasting appliances in a resident's room is forbidden by 92NY and the NYC Fire Department. Such equipment will be removed without notice.
- 8. Nothing is to be kept on or hung from the outside ledges of windows.
- 9. Debris, garbage and other objects may not be thrown from the windows, as this is a tremendous hazard.
- 10. 92NY is not responsible for any items that are lost, stolen or damaged from/in a resident's room. Valuables should be locked inside the closet.
- 11. While 92NY Residence screens each applicant, we do not vouch for the behavior of any of our residents.

Continued

- 12. Complaints relating to the Residence and/or its residents should be reported directly to the Residence Department in writing or by email:
- <u>92NYresidence@92ny.org</u>. Urgent matters should be reported directly to the Residence Department either in person, by phone or email during **regular business hours**:

Mon: 9am-6pm; Tues -Fri: 9am-8:00pm.

Sat: 12pm-8:00pm; Sun: 10am-5pm.

or by contacting the security guards in the 92NY lobby at 212.415.5592 (or ext. 5592 from the house phones).

13. Quiet is to prevail on residence floors during the following hours so as not to disturb other residents who may be sleeping or studying:

Quiet Hours: Sun-Thu: 10pm-10am

Fri-Sat: 11pm-11am

- 14. Residents who practice musical instruments may contact the Residence Office to arrange for the use of practice rooms. The practice of musical instruments in residents' rooms is prohibited unless headphones are being used.
- 15. Residents may not use the name or address of 92NY in any way for business purposes or in any form of advertising or conduct business in the residence.
- 16. Residents must scan their 92NY Access Card every time they enter the building.
- 17, No locks other than those provided by 92NY may be installed by or for a resident on any room or closet door.
- 18. Residents may not use any room or space in 92NY other than their own for meetings or gatherings without prior permission of the Residence Department.
- 19. The roofs of 92NY in both the north and south buildings are totally OFF LIMITS.
- 20. Bicycles may not be brought up to or stored in resident rooms.
- 21. All flyers/postings must be approved by the Residence Office before being distributed or posted.
- 22. No pets are permitted in the Residence.

- 23. Authorized employees of 92NY have the right to enter rooms for valid business purposes.
- 24. Residents of this building shall not engage in objectionable conduct. Objectionable conduct is behavior that makes or will make the building less fit to live in for you or other residents. Such objectionable conduct also includes, but is not limited to, anything which interferes with the rights of others to enjoy their rooms properly and peacefully, or causes conditions that are dangerous, hazardous, unsanitary and/or detrimental to other residents, employees, and guests in the building. Alcohol and illegal drugs are strictly prohibited.
- 25. Fraternizing with 92NY staff members or associated vendor staff is prohibited. Residents are not allowed to sell any items to individual 92NY staff members (housekeepers, porters, etc.). Giving items directly to staff members is prohibited. Residents must leave any gifts for a staff member at the 92NY Residence Office.
- 26. Due to the shared community living environment of the residence halls, for everyone's safety and comfort, all residents are required to be properly clothed in the common and public areas of the residence halls. Residents must be clothed with a top and bottom garment in elevators and hallways at all times. Residents must wear some type of foot covering in elevators and hallways at all times.
- 27. You residing at 92NY Residence constitutes your agreement to allow 92NY Residence staff, under specific circumstances with no legal ramifications, to enter and/or conduct a reasonable search of your room, closet, desk, and dresser. This right is seldom used and can be employed only when a suspicion exists that 92NY Residence policies and/or NY State laws are being violated, in case of an emergency, and as part of an investigation involving the possible sale or possession of illegal drugs or alcohol.
- 28. 92NY Residence reserves the right to modify housing agreements and its policies, with or without notice, and your continued use of the residence

constitutes your agreement to comply with such modifications. You should review 92NY Residence policies periodically to ensure that you are familiar with the policies contained herein. The most up-to-date residence policies can be found at 92NY.org/Residence.

III.FINANCIAL RESPONSIBILITIES

- 1. Rent payments are on a monthly, with advance payment due on or about the first day of the month. No bill will be issued. It is the responsibility of the resident to make payments directly at the Residence Department, eighth floor, north building. Major credit cards are accepted. Third-party or personal checks are not acceptable. Rent is subject to change and residents will be notified in writing of such changes. 92NY reserves the right to impose a late fee for rent not paid by the 10th of the month and every 10 days after, if not paid.
- 2. For residents on a monthly rent schedule, a security deposit must be paid upon admission. The security deposit will be retained until after your departure. If you comply with all the terms and conditions of this agreement to the end of your residency, 92NY will return the security deposit to you. However, if you do not carry out all the terms and conditions of this agreement, including but not limited to leaving the room in good condition and giving 92NY proper notice of your intention to leave by completing the Departure Notification Form, 92NY may keep all or part of your security deposit. In addition, during the term of your residency, if you fail to pay your rent in a timely manner, 92NY may utilize your security deposit toward rent and late charges past and owing.
- 3. Changes in departure date require 30 days prior written notice, for which the resident is required to pay 30 days from notice date, based on the applicable monthly rate. Extensions of stays require two weeks' notice and approval of your request will be subject to availability. Early departures require a one-month advance notice, to avoid penalty equivalent to 30 days.
- 4. Both you and 92NY 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 and 92NY as lessor and lessee respectively, or your use or occupancy of the room. This agreement to give up

the right to a jury trial does not include claims for personal injury or property damage.

- 5. If 92NY begins any court action or proceeding against you which asks that you be compelled to move out, you cannot assert a counterclaim. If 92NY, in its reasonable discretion, is compelled to bring a court action, you are responsible to reimburse 92Y for its reasonable legal fees, court costs and expenses in conjunction with the action.
- 6. I hereby grant to The Young Men's and Young Women's Hebrew Association, d/b/a "The 92nd Street Y, New York" or "92NY" ("92NY") the irrevocable and unrestricted right to use and publish my image or likeness, in photographs and/or other means of recordings of me or in which I may be included, for publications, electronic reproductions (websites) and/or promotional materials or any other purpose and in any manner or medium. I hereby waive and release 92NY from all claims (including but not limited to compensation of any kind) and liability relating to said photographs and/or recording.
- 7. I represent that I have no condition that would prevent me from adhering to the Rules, Regulations and Procedures of 92NY Residence.

I have read the items above and agree to abide by these rules or any amendment thereof after reasonable notice. I further agree, in the event 92NY makes a determination that I have breached the rules and terminates my residence, to vacate my room within 24 hours after receiving written notice of such termination from 92NY.

Signature	Date
Please print name:	

PLEASE SIGN THIS FORM, SUBMIT THE SIGNED FORM TO THE RESIDENCE DEPARTMENT AND KEEP A COPY FOR YOURSELF.

Revised 12/2023