

Rider to Occupancy Agreement

MSMC Residential Realty LLC ("Owner"), acting for the Icahn School of Medicine at Mount Sinai (the "School") and occupant _____ ("Student"), hereby agree to amend the Rider to Occupancy Agreement for Apartment _____, Room _____ in the Jane B. Aron Residence Hall, 50 East 98th Street, New York, NY 10029 (hereinafter the "Suite") presently in effect between Owner and Student (the "Occupancy Agreement") as follows:

1. Owner and Student agree that Student shall not, without the express prior written consent of Owner, which consent is hereby expressly reserved, allow any third person to enter into occupancy, residence or possession of the bedroom occupied by Student pursuant to the Occupancy Agreement, nor shall student assign, grant a license, or otherwise transfer any of his rights under the Occupancy Agreement without first obtaining the prior written consent of Owner in each instance.
2. If Student desires to grant a license for occupancy of Students bedroom, to a visitor enrolled in one of Owner's educational programs, Student shall request Owners consent thereto by submitting to Owner's Real Estate Services office fully executed duplicate originals of the proposed Student Sub-License Agreement in a form satisfactory to Owner.
3. The Student Sub-License Agreement shall:
 - a. Contain the written consent of all Permitted Occupants of the Suite;
 - b. Include a presentation that the Licensee shall be a person enrolled in one of the Owner's educational programs; and
 - c. Provide that the term shall not exceed three (3) months or the period of _____ (the term you would allow the sublet, not to exceed 3 months).
4. Consent by the Owner to any License Agreement shall not be construed to relieve student from obtaining Owner's prior written consent to any subsequent License Agreement.
5. In the event that the Owner consents to the proposed License Agreement, the Student acknowledges that the following terms and conditions shall apply:
 - a. The Student shall continue to pay the full occupancy fee and all other charges due under Occupancy Agreement directly to Mount Sinai's Real Estate Division in accordance with the terms of the Occupancy Agreement;
 - b. The Student understands and agrees that the Owner shall not be held liable or responsible for any damage or injury caused to the personal property of the student, the Licensee or any suitemates;

- c. The Student shall be solely responsible to ensure that the Licensee vacates the suite at the end of the term. Student agrees, at his/her sole cost and expense, to institute legal proceeding to recover possessions of the Suite. Student shall not be relieved of any of his/her obligations under the Occupancy Agreement, including the obligation to pay occupancy fee and charges as a result Licensee's holding over after the expiration of the term or other breach of this Agreement.
- 6. Student agrees to indemnify and hold harmless Owner, its agents, trustees, officers, staff and employees from any and all claims, demands, suits, causes of action, damages, judgments, and legal fees which may arise out of or which may be imposed upon, incurred by or brought against Owners as a result of any or omission by Student or Licensee in connection with any matter related to the License Agreement.
- 7. The Occupancy Agreement shall remain in full force and effect to the extent not amended herein.

Occupant:

Name of Student

Accepted and Agreed on behalf Owner,

MSMC Residential Realty LLC

By: _____

Student Sub-Licensee Agreement

_____ (“Student”) having an address at 50 East 98th Street, Apartment _____, Room _____, New York, NY 10029 and _____ (“Licensee”), having a permanent address at _____ agree as follows:

1. Student hereby grants License to Licensee for occupancy of Student’s Room # _____ of Apartment _____ in the Jane B. Aron Residence Hall, 50 East 98th Street, New York, NY 10029 (Suite”) for the period during _____ to _____, not to exceed three (3) months unless special permission is granted by the Real Estate Services offices (the “Term”), unless sooner revoked or terminated pursuant to this Agreement. Licensee agrees and understands that the Term will not be renewed or extended.
2. Licensee agrees to pay to Student a monthly license fee in the amount of \$ _____ payable on the first day of each month in advance during the Term, plus any utility fees if applicable. The first month’s fee shall be paid upon the execution of this Agreement.
3. Licenser represents that during the Term, Licensee will be participating in the Icahn School of Medicine at Mount Sinai (“Owner”) _____ Program. The foregoing is a material representation in order to induce the Owner to consent to this Agreement. This Agreement is subject to Licensee’s continued enrollment and / or participation in such program during the Term. **The Agreement shall terminate in the event Licensee’s enrollment or participation in Owners program terminated or expires prior to the stated expiration date of this Agreement.**
4. This Agreement is subject to the terms and conditions of the Occupancy Agreement executed by and between Owner and Student including the Rules and Regulations annexed thereto. It is also subject to any Agreement to which the Occupancy Agreement is subject. Licensee had read the terms hereto, and agrees not to violate them in any way.
5. Licensee understands that this Agreement is not nor shall it be deemed to be subject to the Rent Stabilization Law or Code or any other residential rent control laws. Licensee understands that there exists no landlord – tenant relationship between Licensee and Student or Owner or between Student and Owner.
6. In the event of a default by Licensee under the terms and conditions of this Agreement or any Agreement to which this Agreement is subject, Licenser may revoke and terminate this License by giving at least ten days written notice of termination to Licensee by certified mail, return receipt requested. In the event of any such default, Licensee shall be liable to Licenser for any loss or damage occasioned by such default, including reasonable attorney’s fees incurred by Licenser as a result of such default.
7. Licenser and Licensee hereby waive any and all rights to a trial by jury in any claim action or proceeding related to or arising from this Agreement and Licensee waives the right to interpose a counterclaim in any action or proceeding arising out of or related to this Agreement, its termination or rights to possession of the Suite.

8. The rights granted to Licensee hereunder may not be assigned or transferred in any manner. Licensee agrees not to allow any other persons to enter into possession of the bedroom.
9. Both Licensor and Licensee understand and agree that Owner assumed no responsibility whatsoever for damage or injury to any personal property belonging to Licensor, Licensee or any suitemates.
10. This Agreement has been brought to the attention of the other Permitted Occupants in the Suite as evidenced by their signatures below:

Suitemates Name	Signature	Date
-----------------	-----------	------

Suitemates Name	Signature	Date
-----------------	-----------	------

Suitemates Name	Signature	Date
-----------------	-----------	------

Suitemates Name	Signature	Date
-----------------	-----------	------

Suitemates Name	Signature	Date
-----------------	-----------	------

Suitemates Name	Signature	Date
-----------------	-----------	------

11. This Agreement is further subject to Owner's consent which must be received within 10 days from the day of execution of this Agreement. If the Owner's consent is not received within this time, this Agreement shall be void. In this event all parties are automatically released and all payments made by the Licensee shall be promptly refunded.
12. The Licensee agrees that he has no authority to contact or make any arrangements with the Owner about the Suite. Licensee may not pay the license fee or charge to the Owner, but only to the Student.

13. This Agreement can be amended only by an agreement in writing, signed by the parties to this Agreement with the consent of Owner.

Accepted and Agreed upon by:

Student

Licensee

Owner hereby consents to the foregoing Agreement:

MSMC Residential Realty LLC

By: _____

Date: _____