

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, _____, am a student/volunteer/employee who will occupy _____, a property that is leased by me and being funded by The Research Foundation for the State University of New York (**Research Foundation**) for the period of _____ to _____ while I support research activities being conducted by the Research Foundation. As such:

1. I understand that I should acquire and maintain an adequate renter's insurance policy to cover any loss or damage to my personal property arising from my occupation of said apartment. I further understand that the Research Foundation is not liable should if I suffer any loss or damage to my personal property, whether I obtain renter's insurance or choose not to.
2. I further understand that I agree to INDEMNIFY AND HOLD HARMLESS the Research Foundation from any damages caused by me or my invitees, or liability incurred as a result of my pet.
3. I hereby agree to INDEMNIFY AND HOLD HARMLESS the Research Foundation from any and all loss, liability, claims, demands, actions and cause of actions, damage or costs, including court costs and attorney fees, arising out of, or related to, any loss, damage, or injury, including death, that may be sustained or caused by my or my invitees' use, negligence, or by willful misconduct, while using or occupying the above referenced property leased by the Research Foundation.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement for any damages or injuries resulting from any of my behavior, negligence, or willful misconduct binds members of my family, spouse, or significant other if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the Research Foundation. I hereby further agreed that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York.
5. I further understand that the Research Foundation supports the mission of State University of New York College of Environmental Science and Forestry (**SUNY-ESF**) but that the Research Foundation is a separate corporate entity. Therefore, the Research Foundation and SUNY-ESF have no contractual obligations with respect to the leasing of this property.
6. A checklist for occupants of the property associated with this agreement is attached and will guide student/volunteer/employee(s) in mitigating potential legal/liability issues but I

understand that this is merely a guide and is not an all-inclusive list of all actions an occupant can and should take to ensure that the occupancy avoids these potential problems.

7. I understand that the terms “Indemnify” and “Hold Harmless” may require me to make full restitution to the Research Foundation for any payments that they make related to the types of damages referenced in all clauses in this agreement.
8. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the entire document, been advised to have this agreement reviewed by an attorney, understand all of the clauses, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this agreement for full, adequate and complete consideration (i.e., use of property) and fully intend to be bound by same.

Initial and Date Clause #8: _____

Student/Volunteer/Employee:

Printed Name: _____

Signature: _____

Date: _____

STUDENT/OCCUPANT CHECK LIST

1. Upon moving in, take a picture of each room in the residence upon entry and save the pictures. If there are any problems, such as a cracked window or holes in the wall(s), etc., take pictures of them, as well. Inform the Principle Investigator (PI) / Project Director so that they can contact the landlord and start documenting this with the landlord.
2. In the event a window breaks, roof leaks, or water problems, call the Landlord as soon as possible and advise them of the issue. If the Landlord does not fix the problem within 48 hours, hire someone to fix the problem and contact the Principle Investigator (PI) / Project Director for direction.
3. At the end of the occupancy **(refer to the lease agreement and follow those clauses if they differ from any of the following items):**
 - Leave the premises in broom-clean condition.
 - Remove all garbage, both food and recyclables.
 - Ensure that all counters, sinks, toilets and floors are clean.
 - Take pictures of the entire residence, including the sinks and toilets.
 - Arrange for a final walk-through with the landlord and document any discrepancies between claims by the landlord versus the condition you feel the residence is in. Notify the Research Foundation for direction.
 - Return all keys to the Landlord.