

HOWARD UNIVERSITY RESIDENCE HALL LICENSE AGREEMENT

PARTIES

This Residence Hall License Agreement ("License") is entered into between the applicable Property Owner (as defined below), the individual whose name corresponds with the University ID number used as the log-in for BisonWeb, hereinafter called "Resident" or "Student", and, if applicable, such Student's Parent/Guardian and any Additional Authorized Occupants identified below.

Student understands that submission of this completed and executed License DOES NOT guarantee him/her residency within a Residence Hall. Student will be notified of his/her confirmed bed space upon receipt of a Housing Acceptance Letter. Upon execution and delivery of this License by or on behalf of the Property Owner, in consideration for the right to occupy an assigned space in a room within the Residence Hall located on the campus of The Howard University (the "University") and identified in the "Housing" section of BisonWeb for student lodging purposes for the Academic Period (as described by the University Academic Calendar), Student hereby agrees to make payments to the University, in accordance with the fee schedule set forth in the current University Academic Calendar. Student understands and agrees that this License is for space in the Residence Hall and not for a specific room in the Residence Hall, and is for the sole purpose of providing the Student with lodging for study and living purposes. Student agrees to comply with all provisions of this License, inclusive of Part I (Definitions), Part II (Terms and Conditions) and Exhibits A through C, the University's Residence Hall Handbook and the University's Code of Student Conduct, as each may be amended, which may be viewed at:

<https://studentaffairs.howard.edu/publications>

and any applicable rules and regulations applicable to the assigned space in a room, and all other University policies and procedures, as any of the same may be created and/or modified in the University's sole and absolute discretion (collectively, the "University's Policies and Procedures").

Residence Hall charges will appear on Student's bill for each semester or Academic Period and shall be due and payable on or before the designated Starting Date of each semester as established by the University's Academic Calendar.

IN WITNESS WHEREOF, the parties hereto have duly executed this Residence Hall License Agreement, inclusive of Parts I and II and Exhibits A, B and C hereof. By executing this page 1 of the Residence Hall License Agreement, Student, Parent/Guardian and each Additional Authorized Occupant(s) (if applicable) acknowledges that he/she has read, understands, and agrees to abide by the provisions of this Residence Hall License Agreement, including Parts I and II, and Exhibits A, B and C hereof, and the University's Policies and Procedures.

**PROPERTY OWNER:
BY THE PROPERTY MANAGER
(its agent and attorney in fact)**

RESIDENT/STUDENT:

By: _____

Print Name: _____

*****Students/Residents under the age of 18 must have a parent or guardian signature*****

Print Name (Parent/Guardian)

Signature

Date

Additional Authorized Occupants (if applicable):

Print Name: _____

PART I – DEFINITIONS

Capitalized terms that are not specifically defined elsewhere in this License have the following meanings:

Additional Authorized Occupants: Your spouse, domestic partner and/or dependent children, if they are expressly authorized to reside with you at the Premises pursuant to the terms of Section 5.A. below.

Applicable Laws: Any and all applicable laws, ordinances, and regulations of all governmental authorities having authority over you, us or the Property.

Banner: The University's computerized student information and registration system.

Bedroom: A bedroom within a Unit.

Common Areas: Those areas within your Unit, excluding Bedrooms, to which all residents of the Unit have general access, and those areas of the Property to which all residents of the Property have general access, including but not limited to shared kitchens, laundry facilities, elevators, courtyards, breezeways, walkways, and study/lounge rooms. The Property Manager or the Property Submanager may designate, re-designate, and restrict and limit access to any and all Common Areas at any time in its sole discretion.

Community Management Director: Property Submanager's resident director or other representative for on-site community management at the Property, as applicable.

Community Policies: Collectively, the Residence Life Handbook and the Howard University Student Code of Conduct (as each of the same may be amended and supplemented) and any other rules and regulations adopted by the Property Manager or the Property Submanager from time to time.

Ending Date: The move-out date indicated on the Check-Out Verification form executed by Resident, or if no such form is executed by Resident, the date on which Resident vacates the Premises.

Housing Fees: Any and all amounts due and payable by you to us under this License, including, without limitation, Application Fees, Reservation Fees, Housing Fees, damage assessments, early termination fees, and other amounts.

Housing Acceptance Letter: A letter from us to you stating that your application for housing in the Property has been accepted.

License: This License Agreement.

License Term: The period beginning on the Starting Date and ending on the Ending Date.

Premises: The area to which you are assigned to occupy and reside during the License Term, being your assigned Bedroom within your assigned Unit, and the Common Areas located within your assigned Unit. Your initial Bedroom and Unit will be designated for you in the initial housing acceptance letter and may be reassigned by the Property Manager or the Property Submanager from time to time.

Property: The Residence Hall identified in the "Housing" section of BisonWeb for student lodging purposes for the Academic Period (as described by the University Academic Calendar).

Property Manager (also referred to herein as "us" or "we"): For **Towers East, Towers West, Drew Hall, Cook Hall, the Harriet Tubman Quadrangle, Axis (double occupancy), Bethune Annex, and College Hall North and South:** Howard University.

Property Owner: For **Towers East, Towers West, Drew Hall, Cook Hall, the Harriet Tubman Quadrangle and Axis:** Provident Group – Bison Properties Inc. For **College Hall North and College Hall South:** Provident Group – Howard Properties LLC. For **Bethune Annex:** Howard University. The Property Owners are the licensors under the Licenses.

Property Submanager (also referred to herein as **"us" or "we"**): For Towers East, Towers West, Drew Hall, Cook Hall, the Harriet Tubman Quadrangle, Axis (double occupancy), Bethune Annex, and College Hall North and South: Campus Apartments Management, LLC. The Property Submanager has the right to perform certain of the obligations of the Property Manager under this License.

Resident (also referred to herein as **"you"**): The person named on page 1 of this License. The Resident is the licensee under the License.

Starting Date: The move-in date indicated on the Move-In Acknowledgement form executed by Resident, or if no such form is executed by Resident, the date on which Resident occupies the Premises.

Unit: A living area within the Property containing one or more Bedrooms and Common Areas.

University: Howard University, either in its capacity as the fee simple owner of the Property, or in its capacity hereunder as the Property Manager.

PART II - TERMS AND CONDITIONS

1. NATURE OF LICENSE

A. This License is made and entered into by and between the Property Owner, as licensor, and the Resident, as licensee. The Property Manager may execute and deliver this License to the Resident, and may exercise the rights and discharge the duties of the Property Owner, in each case as the agent and attorney-in-fact of the Property Owner or in such other capacity as the Property Owner hereinafter approves. This License is not intended to be and shall not be construed as a lease, and does not create the relationship of landlord and tenant by and between the Property Owner and the Resident. The parties' relationship shall at all times be only that of licensor and licensee.

B. Notwithstanding anything to the contrary contained herein, this License shall not be binding and enforceable against the Property Owner, the Property Manager and the Property Submanager unless and until we provide you with a duly executed counterpart of this License. Until we provide you with a duly executed counterpart of this License, this License constitutes merely a part of your application for residence within the Property and an offer by you to license the Premises that is irrevocable by you unless we do not make the Premises available to you on or prior to the Starting Date.

2. LICENSE TERM; MOVE IN AND MOVE OUT; HOLDOVER

A. Subject to your payment of all Housing Fees and your compliance with the other terms and conditions of this License, we agree to provide to you, and you agree to occupy, the Premises during the License Term. Unless we agree otherwise in our sole discretion and for such additional Housing Fees as we may charge, you cannot occupy the Premises until the Starting Date, and then only if you have delivered to us any and all Housing Fees required to be paid by such date hereunder. If we do not provide your Premises to you when we are supposed to by reason of casualty, condemnation, or any other cause, whether on the Starting Date or otherwise during the License Term, we will not be liable to you for damages; however, we will refund your Housing Fees to you on a pro rata basis for any periods in which we are unable to provide your Premises to you (but that is the only remedy that you have).

B. A move-in inventory and/or a unit condition report form will be provided to you at the time you move into the Premises. Within forty-eight (48) hours after you move-in, you must tell us in writing of any defects in or damages to your Premises; otherwise, the Premises, and all fixtures/appliances and furniture located therein, if any, will be deemed to be in a clean, safe and good working condition that is satisfactory to you. You will be responsible for defects or damages in and to the Premises and/or the fixtures, appliances and furniture located therein for which you have not timely notified us in writing as required herein. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their "AS-IS CONDITION, WITH ALL FAULTS AND IMPERFECTIONS. WE DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.

C. When you vacate the Premises, whether at or prior to the Ending Date, you must surrender the

Premises to us clean and in good repair and condition, reasonable wear excepted. If you fail to clean the Premises or if any of our improvements, fixtures, appliances and/or furniture have been damaged or are missing, you will be obligated to pay us for reasonable charges to complete the necessary cleaning, repair or replacement. You will also be billed for community damages as outlined in the Community Policies. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not schedule and carry out a walk-through, you agree to accept our assessment of damages and charges when we inspect the Premises.

D. If you leave any of your personal property in the Premises after you vacate or after the end of this License or the termination of your right to possess the Premises, that property is deemed to be abandoned by you and we can, without delay, take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to you.

E. If you still occupy the Premises past the Ending Date or the date on which your right to possess the Premises otherwise terminates, then you will owe us one hundred twenty-five percent (125%) of the Housing Fees for the extra time that you stay in the Premises (payable daily on a pro rata basis in advance without notice or demand), plus all of our damages and the damages of any person who could not move in because of your holdover. Your payment of the escalated holdover Housing Fees does not mean that you have a right to holdover in the Premises, and will not prevent the Property Manager or the Property Submanager from removing you and your belongings from the Premises or otherwise exercising all of its rights and remedies under this License.

F. You are required to have renter's insurance to occupy the Premises. If you obtain your own renter's insurance coverage, you will be required to upload evidence of insurance during the application process. Otherwise, you may obtain coverage from the University's preferred provider during the application process.

3. DESIGNATION OF PREMISES AND RELOCATION

A. If we reserve your Premises for you in the Property, the University will send you a Housing Acceptance Letter prior to the Starting Date. The Housing Acceptance Letter will designate your initially assigned Unit type. Your Bedroom and Unit will be assigned later. These assignments are subject to change at any time, whether before or after the Starting Date. We have the right at any time to transfer or to administratively relocate you from one Bedroom to another Bedroom within the Property or other on-campus properties.

B. If you wish to change your assigned Bedroom to another Bedroom in the Property or to other on-campus housing, you must apply to the Community Management Director. The Community Policies enumerate the circumstances in which you will be permitted to change your assigned Bedroom, the fees payable by you in connection with any such change, and whether all or any portion of your Housing Fees will be refunded to you in the event of such a change.

4. HOUSING FEES

A. You agree to pay and to be liable for any and all of the Housing Fees set forth on Exhibit A attached hereto, as and when such fees are due and payable.

B. If you are entitled to apply student financial aid to your Housing Fees or to defer payments of Housing Fees under a TouchNet payment plan, we will agree to conditionally defer your payment of that portion of the Housing Fees to which such student financial aid payments or payment plan payments apply (as determined by the University Student Financial Aid office), until such time as the student financial aid payments or payment plan payments are disbursed or we otherwise determine that you are not entitled to receive such disbursements. To take advantage of such conditional deferment, you must agree to the terms and conditions applicable to such a deferment set forth on Exhibit B attached hereto by executing and delivering the License to which Exhibit B is attached.

C. All Housing Fees must be made payable to the Property Manager or to any party designated by the Property Manager and may be paid by any means acceptable to the Property Manager, including certified check, money order, or electronic payment (such as credit card, debit card, or wire transfer of

funds). Housing Fees may be paid by any means accepted by Banner. Late payments must be authorized by the Property Manager. You have no right to withhold Housing Fees for any purpose, including occurrences outside of your control except in the situations expressly set forth in this License. You may not reduce any Housing Fees payable to us by any of your costs or damages against us. Your obligation to pay Housing Fees is a promise by you, which is independent from all of our promises, duties and obligations. While we do not have to, we can accept partial payment, but we do not waive our rights to collect and enforce the payment of the remainder.

D. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to Applicable Laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies, including, without limitation, lockout fees, late checkout fees, unauthorized room change fines, visitation violation fines, cleanliness fines, and similar charges.

5. OCCUPANTS

A. Unless we agree otherwise in our sole discretion, you may only reside in the Premises for so long as you are enrolled as a full-time student at, or are employed by, the University or are otherwise a University-sponsored group or person (as defined in the Community Policies or as otherwise approved by the Community Management Director in his or her sole discretion). To reside at the Property, you must be at least eighteen (18) years old as of the Starting Date, or have the written consent of a parent or legal guardian.

B. Other than you, only your spouse, domestic partner and/or your dependent children may live in the Premises (as applicable, "Additional Authorized Occupants"), and then only if such Additional Authorized Occupants are either (i) identified as Additional Authorized Occupants on page 1 of this License, or (ii) the Community Management Director otherwise approves the Additional Authorized Occupants in accordance with the Community Policies. Additional Authorized Occupants will not be authorized in two (2) Bedroom shared Units without the express written agreement of both roommates and the approval of the Community Management Director in his or her sole discretion. The total number of occupants may not exceed two (2) persons per Bedroom; however, an occupant who is a dependent child of yours and who is less than twenty-four (24) months old on the Starting Date will not count toward the two (2) person maximum.

6. ASSIGNMENT, SUBLICENSING AND TRANSFERS

A. You may not assign, sublicense or otherwise transfer all or any part of your Premises or your rights under this License to another person without our prior written consent, to be granted or withheld in our sole discretion. Any purported assignment, sublicense, or transfer without our consent is null and void. Even if we consent to a transfer, you will still be responsible for all of the financial and other obligations under this License unless we specifically agree to release you in writing. Our consent to one or more transfers will not waive our rights to consent to any future transfer.

B. The University, the Property Owner or the Property Manager, may sell or transfer their respective interests in the Property, or any portion thereof, and the Property Owner may assign this License and its right to collect the Housing Fees or any other severable rights under this License, at any time without your consent. Any sale or transfer of the Property or the respective interests therein shall not affect this License or any of your obligations, but upon such sale or transfer, the University, the Property Owner and Property Manager will be released from all of their obligations under this License and the new owner and its manager of the Property will be responsible for the performance of the duties of "Licensor" from and after the date of such sale or transfer.

7. LICENSE TERMINATION

You may not terminate this License (and will remain obligated to pay us all Housing Fees) except as set forth in this Section 7. You have the right to terminate this License by sending written notice to us in the following situations: (a) if you are called to active military duty and are entitled to relief from this License under Applicable Laws; (b) if you are a female resident and you give birth to a child during the License Term; (c) if you withdraw as an admitted student of the University during the License Term due to health

and/or safety reasons (and the University accepts your withdrawal on such basis); (d) if you are engaged during the License Term in an University-sponsored or -affiliated academic internship or study abroad experience; (e) if you have completed the requirements of your academic program and graduate from the University; or (f) if you are no longer in good academic standing at the University or have withdrawn for academic reasons during the License Term. Roommate incompatibilities do not constitute sufficient grounds for termination of this License. Terminations under Sections 7(a), (b), (c) or (d) hereof may be effective immediately upon receipt of written notice, but any termination under Section 7(e) or (f) hereof shall be effective only at the end of the current semester. We may require you to furnish supporting documentation reasonably acceptable to us in order to justify any termination or purported termination by you of this License. No termination hereunder will be effective unless and until you vacate and surrender possession of the Premises to us. If you terminate this License in accordance with this Section effective on or prior to the seventh (7th) day of the License Term, you will be refunded your unused Housing Fee calculated on a pro-rated basis, less a \$200 termination fee. If you terminate this License in accordance with this Section effective between the eighth (8th) and fortieth (40th) days of the License Term, you will be refunded fifty percent (50%) of your Housing Fee. If you terminate this License in accordance with this Section effective between the forty-first (41st) and sixtieth (60th) days of the License Term, you will be refunded twenty-five percent (25%) of your Housing Fee. No portion of your Housing Fees will be refunded if you terminate this License in accordance with this Section effective after the sixtieth (60th) day of the License Term. In all cases, the refund to which you are entitled will be net of damage assessments and other amounts you owe to us under this License.

8. UTILITIES

We will furnish electricity, water, sewer and gas (if applicable) for your Premises during the License Term. All utilities may be used only for normal household purposes and must not be wasted. We will furnish you with a limited data connection in the areas of the Premises selected by us and you are responsible for obtaining any additional data services you may choose to supplement or utilize such connection. You are solely responsible for providing all software, hardware, and technical support services needed to utilize the data connection we provide. We will not be liable for any interruption, surge or failure of utility or data connection services provided by us to the Premises or the Property or any damage directly or indirectly caused by the interruption, surge or failure of utilities or the data connection. You are responsible for basic and premium telephone options you may elect to have, if such services are available at the Property.

9. PARKING RULES AND REGULATIONS

If you purchase a parking permit at the Property, you must operate and park all vehicles in accordance with the Community Policies. All resident vehicles must be registered with the Community Management Director, be licensed with current license plates and must be in operating condition. Unauthorized or illegally parked vehicles may be towed or booted by the Community Management Director at Resident's expense. We assume no responsibility or liability whatsoever for loss of or damage to any vehicle while parked at Property. Boats, trailers, and oversized vehicles are not permitted unless the Community Management Director has granted permission in writing and except for moving trucks during move-in and move-out periods so long as such trucks comply with the requirements therefor in the Community Policies.

10. COMMUNITY POLICIES AND APPLICABLE LAWS

A. The Premises will be used only as your private residence and for no other purpose. You, your Additional Authorized Occupants and your guests must comply with all Community Policies at all times. By signing this License, you acknowledge receipt of a copy of the current Residence Hall Handbook, which is hereby incorporated as part of this License by reference. The Residence Hall Handbook is a part of this License. We can revise, amend, expand or discontinue the Residence Hall Handbook at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of the Community Policies, you are in default of this License.

B. You are obligated to comply with all Applicable Laws. The Property Owner, the Property Manager and/or the Property Submanager may enforce and apply Applicable Laws on the Property, including the Premises covered by this License and to any person in or on the Property, and University officers and commissioned peace officers may provide such enforcement, subject to the jurisdictional limitations provided by law.

11. MAINTENANCE, ALTERATION AND REPAIRS

A. During the License Term, you are responsible for and must take good care of the Premises and Common Areas. You are responsible for keeping the Premises and Common Areas of your Unit clean and free of moisture, mold and pests. You may not remove or damage any of our property, including the furniture, appliances, and fixtures located at the Property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than small nail holes in sheet rock for hanging pictures) to the Premises without the prior written consent of the Community Management Director. You will be responsible for all costs associated with repairs to the Premises or the Property necessitated by the negligence, willful misconduct, or violation of this License by you, your Additional Authorized Occupants, or your respective guests, including without limitation, damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damages caused by windows or doors being left open, and repairs or replacements to security devices. If we cannot determine who is responsible for particular damages and repairs, each resident of the Bedroom or Unit, as the case may be, will be jointly and severally responsible for such damages and repairs. You must pay all charges for damages and repairs within ten (10) days of receipt of an invoice from us. Any payments you make to us will first be applied to damage charges and any remaining funds will then be applied against any other amount that you owe us, and the remainder, if any, will be returned to you. If you pay damage charges before repairs are made, and the repairs actually cost in excess of the amount paid, you will pay us the additional amount needed to cover the cost of the repairs within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this License.

B. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices, the request must be submitted to the Community Management Director. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us immediately of water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which reasonably poses a material hazard to health or safety. Once we receive your request for repairs or services, we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce the Housing Fees. With or without notice, we can temporarily turn off equipment and interrupt utilities and data services to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. We will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we are making repairs, alterations or improvements to the Premises or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.

C. We'll furnish smoke detectors as required by Applicable Law and we'll test them and provide working batteries (if applicable) to keep them in good working order. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. If you damage or disable the smoke detectors or remove a battery without replacing it with a working battery, you may be liable to us under Applicable Law. If you disable or damage the smoke detector, or fail to report a dead battery or malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke or water.

D. If you fail to comply with these provisions, you can be held responsible for property damage to the Premises or any health problems that may result. We cannot fix problems in the Premises unless we know about them.

12. LIABILITY

Neither the Property Manager, the Property Owner, the Property Submanager, the University, nor any of our or their respective employees, officers, directors, agents, owners, or affiliates (collectively the "**Released Parties**"), will be liable to you or any of your Additional Authorized Occupants or guests for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft,

burglary, assault, vandalism, or other crimes, or resulting from conflicts with your roommates. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR ADDITIONAL AUTHORIZED OCCUPANTS OR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EARTHQUAKE, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS DIRECTLY CAUSED BY THEIR SOLE GROSS NEGLIGENCE. WE REQUIRE YOU TO OBTAIN YOUR OWN INSURANCE FOR LOSSES DUE TO SUCH CAUSES. YOU, FOR YOURSELF AND FOR YOUR OCCUPANTS AND GUESTS, HEREBY RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE: (i) FOR LOSS OR THEFT OF YOUR OR YOUR ADDITIONAL AUTHORIZED OCCUPANTS' OR GUESTS' PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, ADDITIONAL AUTHORIZED OCCUPANTS OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR OCCUPANTS AND GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, COMMON AREAS, OR THE PROPERTY, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

13. CASUALTY LOSS

If, in our reasonable judgment, the Premises or the Property is materially damaged by fire or other casualty, we may terminate this License within a reasonable time after such determination by giving you written notice. If we terminate this License, and you did not cause the loss, we will refund prorated, prepaid Housing Fees and all deposits, less lawful deductions, which may be provided for in this License. If, following a casualty, we determine that material damage has not been caused to the Premises or the Property, or, if we otherwise elect not to terminate this License, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there will be a reasonable reduction of the Housing Fees for the unusable portion of the Premises unless you or your occupants or guests are the cause of the fire or other casualty.

14. PETS

No animals or pets are permitted in the Premises at any time except by prior written consent given by the Community Management Director, which must be documented in a Pet Addendum signed by both you and us. The Community Management Director will make reasonable accommodations to permit residents with disabilities to keep service animals in the Property. Keeping a pet for any duration without written consent from us, as documented in a signed Pet Addendum, will be considered a material default under this License and will subject you to all remedies therefor, including, without limitation, termination of this License without refund of Housing Fees.

15. RIGHT OF ENTRY

The University, the Property Owner, the Property Manager, the Property Submanager, and their respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reasonable reason. Some reasons for our entry include, but are not limited to, the following: conducting monthly health and safety inspections; responding to your request for repairs; estimating repair or refurbishing requirements and costs; pest control; preventive maintenance; filter changes; testing or replacing life safety systems; retrieving unreturned tools or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our Community Policies; removing unauthorized pets; retrieving property owned or licensed by other residents or former residents; permitting entry by law enforcement officers; showing the Premises to prospective residents; or showing the Premises to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The

entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this License, and you will be liable for any damage caused thereby).

16. CLOSING OF THE PROPERTY

The Property Manager shall have the right to close the Property or any portion thereof (including the Premises) during University vacation and break periods. You may elect to remain at the Property during vacation and break periods only with our consent. In such event, we may temporarily assign you to other premises at the Property or other on-campus housing for the vacation and break periods in our discretion.

17. DEFAULT

The following occurrences will constitute a "default" under this License:

1. You fail to timely pay Housing Fees or any other amount owed under this License, including, without limitation, any fine, charge, or penalty that is levied in accordance with this License or the Community Policies;
2. You are no longer enrolled as a full-time student at the University and otherwise cease to qualify to live at the Property as set forth in this License;
3. You, your Authorized Approved Occupants or your respective guests violate this License or any addendum to it, the Community Policies, or any Applicable Laws (including any fire, health or criminal laws, regardless of whether arrest or conviction occurs);
4. You fail to move into the Premises on the Starting Date unless other arrangements have been made with the Community Management Director, or, you abandon the Premises (that is, you appear to have moved out before the Ending Date, your clothes and personal belongings have been substantially moved out, and you have not been in the Premises for five (5) consecutive days);
5. You have made any false statement or misrepresentation on any information provided to us, including this License or any housing application you submitted;
6. You or your Authorized Approved Occupants or guests are arrested for a felony offense involving violence or the actual or potential physical harm to a person, or a felony or misdemeanor offense involving the possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia;
7. Any controlled substance (excluding medications prescribed to you or your applicable Authorized Approved Occupant or guest), marijuana, illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
8. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this License or the Community Policies.

18. REMEDIES

A. If you are in default of this License, we can, without demand or notice (other than as provided in this paragraph), in addition to other remedies allowed by law, (i) collect any fine imposed by this License or by the Community Policies; (ii) sue you to collect past due Housing Fees and any other damages we have incurred because of your default; (iii) terminate your right to occupy the Premises, but not terminate this License or end your monetary obligation for the Premises, by giving you written notice providing you with twenty-four (24) hours to move out; (iv) sue you to collect all unpaid Housing Fees and other sums which would become due until the Ending Date of this License or until another person takes occupancy (and then, we can still recover from you the difference between the Housing Fees you were supposed to pay and the Housing Fees actually paid by the new resident together with a reletting charge determined in our sole but reasonable discretion); (v) terminate this License and your right to occupy the Premises by giving you written notice and providing you with twenty-four (24) hours to move out, in which case you will owe us, in addition to all other amounts otherwise due and payable under this License, the Early Termination Fee; (vi) report your default to credit reporting agencies; (vii) accelerate the remainder of the Housing Fees due under this License through the Ending Date; or (viii) do any combination of the above. If you do not timely move out of the Premises when we terminate this License or your right to occupy the Premises, we may remove you and your belongings from the Premises and change the locks to the Premises, all at your expense.

B. Without limiting the foregoing, any default under this License may also subject you to University sanctions that prevent you from enrolling at the University and/or from obtaining grades, transcripts or diplomas.

C. All unpaid amounts that you owe to us will bear interest at 18% per year (or the maximum rate allowed by law, if less) from the date originally due through the date of payment. In the event we bring an action against you because of your default of this License, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

D. The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises, even if we accept Housing Fees or other sums due, such acceptance does not waive or diminish our continuing rights unless we specifically agree to it.

19. RESIDENT INFORMATION

If you have supplied information to us by means of a License, Housing Application or similar document, you represent and warrant to us that all such information is true and correct and was given by you voluntarily and knowingly. You will be financially responsible for all claims, losses, damages and expenses suffered or incurred by the Released Parties by reason of your breach of such representations and warranties.

20. MULTIPLE RESIDENTS

Each resident of a Bedroom and each resident of a Unit is jointly and severally liable with the other residents of the Bedroom or Unit for all License obligations relating to the Premises; however, only you are liable for the License obligations relating to the payment of your Resident Housing Fees. You are not liable for any of your fellow residents' obligations to pay their Resident Housing Fees.

21. GENERAL

Timing is very important in the performance of all matters under this License. Your execution of this License confirms that no oral promises, representations or agreements have been made by us or any of our representatives. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this License or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by a duly authorized representative of the Property Owner. All License obligations are to be performed in the jurisdiction where the Property is located. Unless this License states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the License does not invalidate this License. If any part of this License is not valid or enforceable, it shall not invalidate the remainder of this License.

22. SAFETY

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your occupants or guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

23. PHOTO RELEASE

You hereby give us permission to take your photo during any of the functions or activities of or at the Property. You acknowledge that these photos may be used for the community newsletter, leasing office bulletin boards, or other publications utilized by the University, the Property Owner, the Property Manager, the Property Submanager, or their respective affiliates for marketing purposes.

24. METHOD OF NOTICE

All notices to us must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to:

For Howard Plaza Towers East, Howard Plaza Towers West, Drew Hall, Cook Hall, Harriet Tubman Quadrangle, Axis College Hall North and South, and Bethune Annex:

Campus Apartments Management, LLC
Director of On-Campus Housing & Operations
Campus Apartments Management Office at Howard University
2205 4th Street NW
Washington DC 20059

Prior to the Starting Date, all notices to you will be sent to the address you provide to the University BisonWeb. During the License Term, all notices to you will be sent to your Premises.

24. USE AND PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION

We will use, protect, and disclose your personally identifiable information (including social security number and driver's license) only in accordance with Applicable Laws or an order from a court of competent jurisdiction. If you default under this License, we may use this information to report your default to both credit agencies and/or the University.

EXHIBIT PAGES TO FOLLOW

EXHIBIT A

HOUSING FEE SCHEDULE AND PAYMENT TERMS

You are obligated to pay each of the following types of fees related to the Property, the amount of which are set forth in the fee schedule contained in the current University Academic Calendar:

1. Application Fee:

The Application Fee is a one-time fee for you to request placement in the Property, due and payable upon submission of your initial residency application. The Application Fee is non-refundable and is not credited toward the payment of any Housing Fees.

2. Reservation Fee:

Fees for you to reserve your bed through the University's Room Selection and Verification Plan (RSVP). Reservation Fees are due in accordance with the guidelines set forth by the University in order to participate in the RSVP process. Reservation Fees will be credited to the Housing Fees otherwise due and payable by you under this License, and are refundable only in the circumstances expressly set forth in this License (i.e., if we are unable to accommodate you at the Property due to lack of available space) or as required by Applicable Law.

3. Housing Fees: Housing Fees for your bed space at the Property.

Housing Fees shall be due and payable (a) for graduate students, in equal monthly payments, in advance, with the first payment due on July 1 for each fall semester, December 1 for each spring semester, and June 1 for each summer term, and each remaining payment due and payable on the first day of each succeeding month during the License Term hereof, and (b) for undergraduate students, on a semester basis, with payments due on July 1 for each fall semester, December 1 for each spring semester, and June 1 for each summer term. Housing Fees are non-refundable except as expressly set forth in this License (i.e., if we are unable to accommodate you at the Property due to lack of available space) or as required by Applicable Law.

Student forfeits the right to register as a student in the University for failure to make payments called for under the terms of this License, and forfeits the right to refund of payment for the full semester upon voluntary withdrawal from the Property, with the exception of those provisions listed in Part II, Paragraph 7.

Failure to pay fees required pursuant to this License shall survive the early termination or expiration of this License, shall constitute a debt to the applicable Property Owner, and shall be applied to the Student's academic account and considered sufficient cause for the University to withhold the Student's registration, grades, transcripts and/or diploma(s).

EXHIBIT B

HOUSING FEE FINANCIAL AID DEFERMENT POLICY

We recognize that many students depend upon various sources to pay for housing, including out-of-pocket payments, payment plans and financial aid. Under this License, you are obligated to pay all Housing Fees at or prior to the Starting Date. However, we agree to conditionally defer payment of any portion of your Resident Housing Fees that the University's financial aid office has ascertained will be paid from financial aid accommodations qualifying under Community Policies, including, without limitation, Title IV federal grants and loans, Howard University-sponsored financial aid, and TouchNet payment plans, subject to the following terms and conditions:

1. Upon receipt of any out-of-pocket payments from you, including payments made pursuant to TouchNet payment plans, the Property Owner and University will be authorized to immediately credit such amounts to Housing Fees, or, if the Property Owner and/or University has assigned its rights to receive such payments to a lender or investor, third party concessionaire, asset manager, or other party, the Property Owner and University will be authorized to immediately remit such amounts to the applicable third party to be credited to Housing Fees.
2. Upon receipt of any financial aid disbursements, including payments made or disbursed from Title IV federal grants and loans, the University will be authorized to immediately credit such amounts to Housing Fees, or, if the Property Owner and/or University has assigned its rights to receive such payments to a third party concessionaire, asset manager, or other party, the Property Owner and University will be authorized to immediately remit such amounts to the applicable third party to be credited to Housing Fees.
3. If we determine that you are not fully eligible for any financial aid disbursements that you intended for deferred Housing Fees, you agree to pay the remaining balance of the fees immediately upon receipt of an invoice therefor. If you do not timely pay out-of-pocket payments pursuant to your TouchNet payment plan, you will be in default of your License and subject to all remedies thereunder.
4. If your out-of-pocket payments and financial aid disbursements are insufficient to cover all of your Housing Fees, you agree to pay the remaining balance immediately upon receipt of an invoice therefor.
5. The Property Owner and University are authorized to release your personal information, including information regarding your financial aid status, to the Property Manager and to the Property Submanager, and to any lender or investor, third party concessionaire, asset manager, or other operator of the Property.
6. You agree not to attempt to seek the refund of any credit balance on your University account unless and until all Housing Fees have been paid even if you expect such Housing Fees to be later funded from financial aid disbursements.
7. The deadline for filing a request for financial aid deferment is the Starting Date. If you do not timely file this form and have not otherwise paid any and all Housing Fees by the Starting Date, we may terminate your License, deny you the right to move into the Premises, and/or assess you a \$30.00 late charge for each month you are late in filing this form with us.

BY EXECUTING PAGE 1 OF THE RESIDENCE HALL LICENSE AGREEMENT TO WHICH THIS EXHIBIT B IS ATTACHED, I HAVE READ AND UNDERSTAND THE FOREGOING FINANCIAL AID DEFERMENT POLICIES AND ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS THEREOF ARE BINDING UPON ME.

EXHIBIT C

COVID-19 Compliance, Liability Waiver, and Assumption of Risk

All capitalized terms used herein not otherwise defined in Exhibit C shall have the same meaning as in the Howard University Residence Hall License Agreement to which this Exhibit C is attached and made a part thereof.

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease, the spread of which has been declared by the World Health Organization to be a global pandemic.

COVID-19's highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

Aware of the foregoing, I am voluntarily choosing to reside at the Property on the campus of Howard University. I acknowledge that rules and precautions adopted to mitigate the spread of COVID-19 may not be effective. I agree to comply with such rules and precautions which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing. I understand that failing to comply with these rules and precautions could subject me to sanctions by the University, the Property Owner, the Property Manager, or the Property Submanager, including, without limitation, expulsion from University, or removal from the Property.

I agree that if I am exhibiting symptoms of acute respiratory illness, a fever of 100.4°F or higher, signs of a fever, or any other symptoms of COVID-19 identified by the Centers for Disease Control or other competent authority, I will remain isolated and self-quarantine until I have been fever-free for 24 hours without the use of medication. In the event the University's rules require me to self-quarantine because of symptoms, or I otherwise determine based on my own judgment or that of a medical professional to self-quarantine, I will notify the Office of Residence Life.

By signing the Residence Hall License Agreement to which this Exhibit C is attached, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure to those who may be infected with COVID-19. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by returning to the Property and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death.

I understand and acknowledge that given the unknown nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19. I understand that despite the compliance with safety rules and precautions, the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the University, the Property Owner, the Property Manager or the Property Submanager (and their respective trustees, officers, employees, agents, contractors and volunteers), and University students, employees or associates. I acknowledge that the Property is located within an open campus, which limits the ability to control students and visitors on campus. I recognize that all potential sources of COVID-19 infection cannot be limited. I acknowledge that I have asked for and/or been given any information that I may need to determine the risks associated with returning to and or living at the Property and to make an informed assumption of those risks.

By signing the Residence Hall License Agreement to which this Exhibit C is attached, I also acknowledge that limited personal protective equipment ("PPE"), including face masks, may be made available to me. I understand that I am required to wear certain PPE pursuant to policies, rules, and regulations applicable to the Property. I understand that the use of PPE does not remove all risks of illness, nor does it make it inherently safe to return to the Property. I alone have to determine the sufficiency of any PPE or other precautions that I decide to take to minimize the risks of returning to the Property. No party related to the University, the Property Owner, the Property Manager, or the Property Submanager, including their respective trustees, officers, employees, agents, volunteers, or any University student, employee or associate, has made any representations to me regarding the safety of, or the risks of, returning to the Property that I have relied on. I have relied instead on my own judgment as to whether to undertake the risks. I expressly acknowledge that my choice of PPE is at my discretion and that neither the University, the Property Owner, the Property Manager, or the Property Submanager, nor their respective trustees, officers, employees, agents, volunteers, nor any University student, employee or associate has any liability for my choice of PPE.

I voluntarily assume full responsibility for any and all risks of illness or injury associated with my exposure to COVID-19, as well as from use of any PPE, including face masks, that may voluntarily be provided to me. I completely absolve the University, the Property Owner, the Property Manager, and the Property Submanager, and their respective trustees, officers, employees, agents, and contractors of any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs before, during or after my return to the Property.

Also, I agree, on behalf of myself, my personal representatives and heirs, not to make any type of legal or equitable claim on the University, the Property Owner, the Property Manager, or the Property Submanager, or any of their respective trustees, officers, employees, agents or contractors with respect to any exposure I may have to COVID-19, whether or not it arises through the negligence, omission, default or other action of anyone affiliated with the University, the Property Owner, the Property Manager or the Property Submanager, including University students, employees or associates. I further agree that if any such claim is made, I will indemnify and defend the University, the Property Owner, the Property Manager and the Property Submanager with respect to any such claim.

HOWARD UNIVERSITY MAY ADJUST THE HOUSING SERVICES SCHEDULE, TEMPORARILY CLOSE, AND/OR PLACE RESTRICTIONS ON THE USE OF HOUSING FACILITIES AS NECESSARY IN THE UNIVERSITY'S SOLE DISCRETION TO PRESERVE THE HEALTH AND SAFETY OF ITS STUDENTS AND THE CAMPUS COMMUNITY. IN THE EVENT OF SUCH TEMPORARY CLOSURES, RESTRICTIONS, AND/OR ADJUSTMENTS TO THE HOUSING SERVICES SCHEDULE, NEITHER THE UNIVERSITY, THE PROPERTY OWNER, THE PROPERTY MANAGER NOR THE PROPERTY SUBMANAGER SHALL BE OBLIGATED TO ISSUE REFUNDS OR CREDITS, WHETHER PARTIAL OR FULL, FOR SUCH INTERRUPTIONS OR ADJUSTMENTS.

I HAVE READ AND UNDERSTAND THIS EXHIBIT C AND I AM AWARE THAT BY SIGNING THE RESIDENCE HALL LICENSE AGREEMENT TO WHICH THIS EXHIBIT C IS ATTACHED, I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THIS EXHIBIT C SHALL BE BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF THE UNIVERSITY, THE PROPERTY OWNER, THE PROPERTY MANAGER, THE PROPERTY SUBMANAGER, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

BY EXECUTING PAGE 1 OF THE RESIDENCE HALL LICENSE AGREEMENT TO WHICH THIS EXHIBIT C IS ATTACHED, I AGREE THAT I AM AT LEAST EIGHTEEN YEARS OF AGE AND THAT I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND INTEND TO BE BOUND LEGALLY BY THEIR TERMS.