

HOWARD UNIVERSITY
RESIDENT HOUSING LICENSE AGREEMENT
(UNIVERSITY SPONSORED OFF-CAMPUS LOCATION: _____)

PARTIES

The Howard University (the "University") has entered into a Master Residential Lease Agreement (the "Master Lease Agreement") with _____ (the "Property Owner"), pursuant to which the University is master leasing certain residential units and beds in the apartment building known as "_____", located at _____ (the "Property"), to provide University sponsored off-campus housing to its faculty, staff, and students.

This Resident Housing License Agreement ("License") is entered into between the University and the undersigned individual, hereinafter called "Resident", whose name, if a student of the University ("Student"), corresponds with the University email or ID number used as the log-in for BisonHub powered by Workday (which formerly included Banner) and who, in any event, has executed this License for the period (the "License Term") from August __, 2025 (the "Starting Date") to July __, 2026 (the "Ending Date") and for the "Unit" and "Bed" (hereinafter defined) described as follows, subject to the terms and conditions of this License, including, without limitation, the Resident's obligation to pay the "License Fees and Charges" (hereinafter defined):

Unit: _____ Bed: _____

Resident acknowledges that where the Resident will live under this License is not located in housing owned by the University. The Resident's housing hereunder will be located within property owned, operated and managed by a private owner that is accommodating the University by master leasing residential units and beds to the University for the benefit of the Resident. The Property Owner may require the Resident to sign additional documents with respect to their occupancy at the Property.

The Property Owner is a third-party beneficiary of the terms and provisions of this License. The Property Owner has engaged _____ (the "Property Manager") to manage the Property. The Property Owner and the University have empowered the Property Manager with certain rights, including, without limitation, the ability to enforce the terms of this License against the Resident in the event of a default by the Resident under this License.

Resident understands and agrees that this License is for a Bed in the Property and not for a specific Unit or "Bedroom" (hereinafter defined) in the Property, and is for the sole purpose of providing the Resident with lodging while either enrolled in the University (if a Student) or employed by the University (if a faculty or staff member). Resident shall have no right to live in the Property unless and until this License is executed and delivered by both the Resident and the University. The Resident will be responsible for all of the financial and other obligations under this License in accordance with processes and procedures established by the University and the Property Owner and/or its Property Manager, from time to time.

If Resident is a Student, the following provisions (a) through (d) apply to such Resident:

(a) Student understands that submission of this completed and executed License DOES NOT guarantee residency within the Property. Student will be notified of their confirmed assignment upon receipt of a Housing Assignment Letter.

(b) UPON NOTIFICATION OF A HOUSING ASSIGNMENT VIA THE HOUSING ASSIGNMENT LETTER, THE STUDENT MUST AFFIRM THEIR FULL ACCEPTANCE OF THE ASSIGNMENT GIVEN VIA THE HOUSING ASSIGNMENT LETTER, BY SUBMITTING CONFIRMATION THROUGH STARREZ, THE UNIVERSITY'S HOUSING PORTAL, WITHIN ONE WEEK (SEVEN (7) CALENDAR DAYS) FROM THE DATE THE HOUSING ASSIGNMENT LETTER WAS SENT. FAILURE TO CONFIRM ACCEPTANCE WITHIN THE SEVEN (7) CALENDAR DAY PERIOD WILL RESULT IN AUTOMATIC CANCELLATION OF THE HOUSING ASSIGNMENT CONTAINED WITHIN THE HOUSING ASSIGNMENT LETTER.

(c) Confirmation of Student's housing assignment must be made through StarRez, the University's housing portal, which is accessible through the Residence Life web page.

(d) Furthermore, once a housing assignment via the Housing Assignment Letter is confirmed by the Student through StarRez, the University's designated housing portal, the Student acknowledges that their obligation under this License can only be eliminated or discharged through the following sublicensing process ("Sublicensing"). Sublicensing is contingent upon the Student finding another eligible University student who is currently not assigned housing. All sublicensing arrangements and documents between Student and such sublicensee are subject to the prior written approval of the Office of Residence Life and University Housing. The Office of Residence Life and University Housing reserves the right to approve or deny any Sublicensing arrangement requested based on compliance with University Policies and Procedures and the eligibility of the proposed sublicensee, and may require the sublicensee to execute a License similar in form to this License. The Resident will still be responsible for all of the financial and other obligations under this License unless and until the Sublicensing arrangements and any documents required thereby are approved by the Office of Residence Life and University Housing.

Upon execution and delivery of this License by or on behalf of the University, in consideration for the right to occupy a Bed within a Unit of the Property for the License Term, Resident hereby agrees to make payments to the University, in accordance with the fee schedule set forth on Exhibit B - License Fees and Charges Schedule.

[See Exhibit B – Scheduled License Fees and Charges Schedule]

If Resident is a Student, License Fees and Charges, will appear on Resident's University account for each semester of the 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.

Resident agrees to comply with all provisions of this License, inclusive of this Parties Section, Part I (Definitions), Part II (Terms and Conditions), the University Policies and Procedures, and the "Community Policies and Rules" attached hereto and made a part hereof as Exhibit A, as the same may be modified from time to time by the Property Owner and/or the Property Manager, with the reasonable approval of the University (the "Property Rules and Regulations"). To the extent that there are any conflicts between this License and/or the Property Rules and Regulations and/or the University Policies and Procedures, the Property Rules and Regulations shall control, unless otherwise agreed in writing among the Property Owner, the Property Manager and the University. Furthermore, Residents who are Students shall refer to and comply with the most updated University Policies and Procedures for the applicable academic period, as these documents are periodically updated to reflect changes in University's guidelines and legal requirements. The University Policies and Procedures for the current academic period will supersede any previous versions and ensure adherence to the latest standards established by the University.

If Resident is a Student of the University, as opposed to a faculty or staff member, Resident also understands that any default under this License may also subject the Resident to University sanctions, including preventing a student Resident from registering at the University and/or from obtaining grades, transcripts or diplomas. If Resident is a faculty or staff member of the University, as opposed to a Student, Resident also understands that any default under this License may also subject the Resident to termination of employment. Failure by any Resident to pay License Fees and Charges required pursuant to this License shall survive the early termination or expiration of this License, and shall constitute a debt to the University.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Resident Housing License Agreement, inclusive of the Parties Section, Parts I and II and Exhibit A, Exhibit B, and Exhibit C hereto. By executing this Resident Housing License Agreement, Resident acknowledges that they have read, understand, and agree to abide by the provisions of this Resident Housing License Agreement, including the Parties Section, Parts I and II, and Exhibit A, Exhibit B, and Exhibit C hereto.

THE HOWARD UNIVERSITY:

STUDENT:

ID Number

By: _____

Signature

Print Name

Print Name

Date

Date

******RESIDENTS UNDER THE AGE OF 18****
MUST HAVE A PARENT OR GUARDIAN SIGNATURE**

Signature

Print Name (Parent/Guardian)

Date

[PARTS I AND II AND EXHIBIT A, EXHIBIT B, AND EXHIBIT C OF THIS LICENSE FOLLOW]

PART I – DEFINITIONS

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

Academic Period: The fall semester and spring semester as described by the University Academic Calendar.

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

Bedroom: A bedroom within a Unit that may include one Bed (e.g., if the Unit is a one-bedroom or efficiency floor plan Unit) or two Beds (e.g., if the Unit is a two-bedroom floor plan Unit).

Bed: A bed space within a Bedroom.

Common Areas: Those areas within your Unit, excluding Bedrooms, to which all residents of the Unit have general access and responsibility, and those areas of the Property that will be shared by both the Residents and the occupants of the commercial portion of the Property, which include, but are not limited to, amenity spaces, bicycle parking areas, driveways, ramps, egress stairwells, green roof and rooftop mechanical areas, surrounding grounds, plaza, courtyard, fitness area, walkways, utility rooms and associated hallways, loading and trash rooms, landscaping and other areas of the Property not included solely in the Units or solely in the rentable portion of the commercial portion of the Property that are intended to be used by all occupants of the Property.

Community Management Director: The resident director, resident assistant, graduate assistant, building manager, community director, Residence Life or other representative designated by the University.

Ending Date: The end of the License Term as defined on the first page of this License.

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

License Fees and Charges: Any and all amounts due and payable by you to us under this License, including, without limitation, application fees, Security Deposits (if any), License Fees, Storage Fees, Pet Deposits, utility fees, amenity fees, parking permit fees, damage assessments, early termination fees, and other amounts imposed under this License or by the Property Owner or Property Manager.

License: This License.

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 Bedroom and Bed within your assigned Unit, and the Common Areas located within your assigned Unit. If a Student, your initial Bedroom, Bed and Unit may be reassigned by the University at any time with notice to the Student.

Property: As defined on the first page of this License, which property is identified in the “Housing” section of the University Information and Registration System.

Property Manager (also referred to herein as “us” or “we”): As defined on the first page of this License.

Property Owner (also referred to herein as “us” or “we”): As defined on the first page of this License.

Property Rules and Regulations: Those “Community Policies and Rules” set forth in Exhibit A, as the same may be modified from time to time. Property Rules and Regulations shall also include any rules and precautions, which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing that may be required in the event of a public health event, such as, for example, the COVID-19 pandemic or other strains thereof, and failure to comply could subject a Resident to sanctions by the University, the Property Owner, and the Property Manager including, without limitation, expulsion from the University, or removal from the Property.

Resident (also referred to herein as “**you**”): The person named as Resident or Student in this License. The Resident is the licensee under this License.

Security Deposit: The deposit referred to in this License, and listed on Exhibit B, that is required to be paid by the Resident to the Property Manager as security for the performance of the Resident's obligations hereunder. Disposition of the Security Deposit shall be as described in this License and the Property Rules and Regulations.

Starting Date: The commencement date of the License Term as defined on the first page of this License.

Storage Fee: As defined in Section 9(C) of this License.

Sublicensing: Shall refer to the process described on the first page of this License whereby a Resident may sublicense its housing assignment to another eligible University student, with the permission of the Office of Residence Life and University Housing.

Unit: A living area within the Property containing one or more Bedrooms and associated internal living areas such as the kitchen, bathroom, sitting areas, etc.

University (also referred to herein as “us” or “we”): The Howard University, in its capacity as the party master leasing the Property from the Property Owner, and agreeing to allow Residents to reside at the Property pursuant to this License. The University is the licensor under this License.

University Policies and Procedures: Collectively, Exhibit B and Exhibit C of this License; the University's Residence Hall Handbook; the University's Code of Student Conduct; any applicable rules and regulations applicable to the assigned space in a Unit; all other University policies and procedures, as each may be amended from time to time by the University; and any other rules and regulations applicable to the Property adopted by the Office of Residence Life and University Housing from time to time. University Policies and Procedures shall also include any rules and precautions, which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing that may be required in the event of a public health event, such as, for example, the COVID-19 pandemic or other strains thereof, and failure to comply could subject a Resident to sanctions by the University, the Property Owner, and the Property Manager including, without limitation, expulsion from the University, or removal from the Property.

University Information and Registration System: The University's computerized student information and registration system, which may include BisonHub powered by Workday (which formerly included Banner), Banner, Workday, Entrata, StarRez and TouchNet, or any combination thereof.

PART II - TERMS AND CONDITIONS

1. NATURE OF LICENSE

A. This License is made and entered into by and between the University, as licensor, and the Resident, as licensee. The Property Manager may exercise the rights and discharge the duties of the University, in each case as the agent of the University or in such other capacity as the University 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 University 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 University, the Property Owner, and/or the Property Manager 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 License Fees and Charges 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 License Fees and Charges 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 License Fees and Charges 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 License Fees and Charges to you on a pro rata basis for any periods in which we are unable to provide the 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 in amounts in accordance with the Property Rules and Regulations and the property management guidelines found at the following links: <https://studentaffairs.howard.edu/sites/studentaffairs.howard.edu/files/2023-06/Standard%20Damage%20Charges%20Complete.pdf> (Standard Damage Charges) and <https://studentaffairs.howard.edu/resources/all-housing-documents> (Housing Documents). 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, store, 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 ADDITIONAL LICENSE FEES AND CHARGES IN THE AMOUNT OF ONE HUNDRED AND FIFTY DOLLARS (\$150) PER DAY FOR THE EXTRA TIME THAT YOU OR YOUR PERSONAL BELONGINGS 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 License Fees and Charges does not mean that you have a right to holdover in the Premises, and will not prevent the University or the Property Manager from removing you and your belongings from the Premises or otherwise exercising all of its rights and remedies under this License.

3. DESIGNATION OF PREMISES AND RELOCATION

A. If we reserve your Premises for you in the Property, the University will send you a Housing Assignment Letter prior to the Starting Date. The Housing Assignment Letter will designate your initially assigned Unit type. Your Bedroom and Bed within a Unit of the Property 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 Bed to another Bed within the Property.

B. If you wish to change your assigned Bed to another Bedroom in the Property you must make a written request to the Community Management Director. The University Policies and Procedures enumerate the circumstances in which you will be permitted to change your assigned Bed, the fees payable by you in connection with any such change, and whether all or any portion of your License Fees and Charges will be refunded to you in the event of such a change.

4. LICENSE FEES AND CHARGES

A. You agree to pay and to be liable for any and all amounts due and payable by you to us under this License, including, without limitation, the License Fees and Charges set forth in Exhibit B of this License, as and when such fees are due and payable. If you are entitled to apply student financial aid to your License Fees and Charges or to defer payments of License Fees and Charges under a TouchNet payment plan, we will agree to conditionally defer your payment of that portion of the License Fees and Charges 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 C attached hereto by executing and delivering the License to which Exhibit C is attached.

B. All License Fees and Charges must be made payable to the University and shall be paid by any means acceptable to the University, including certified check, money order, or electronic payment (such as credit card, debit card, or wire transfer of funds). License Fees and Charges shall be paid by any means accepted by the University and if a Student, the University Information and Registration System. Late payments must be authorized by the University, and may be subject to additional fees. You have no right to withhold License Fees and Charges for any purpose, including occurrences outside of your control except in the situations expressly set forth in this License. You shall not reduce any License Fees and Charges payable to us by any of your costs or damages against us. Your obligation to pay License Fees and Charges 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.

C. You are liable for all costs, charges, fees, or fines associated with our having to provide special services to you or on your behalf, as detailed in this License, the Property Rules and Regulations, and the University Policies and Procedures, except for those services that are required to be paid by us pursuant to Applicable Laws requiring us to provide reasonable accommodations to those with disabilities. This includes, without limitation, costs or charges for lockout services, late move-out, unauthorized room changes, visitation violations, cleanliness standards violations, tampering with safety devices, illegal exiting or entering the Property, and other similar charges as described in this License, the Property Rules and Regulations, and the University Policies and Procedures.

Moreover, adherence to this License, the Property Rules and Regulations, and the University Policies and Procedures is mandatory. Violation of this License, the Property Rules and Regulations, or the University Policies and Procedures may result in disciplinary actions up to and including the termination of this License. Payment of fines or other charges associated with violations of this License, the Property Rules and Regulations, or the University Policies and Procedures does not exempt you from facing further actions, including the possibility of losing your housing privileges. It is understood that payment of fines or fees is not a remedy for violations, and such violations may lead to more severe consequences, including but not limited to termination of your right to housing within the Property.

5. OCCUPANTS

A. Occupancy of each Unit shall be restricted to no more than one person for each Bedroom in the Unit with the exception of married couples and domestic partners, and their children or other members of their immediate family.

B. The Property Manager shall have the right to request, and the Resident shall provide, verification of the Resident's status as either a student, or an employee of the University, and the identification of others such as spouses, domestic partners and children and members of your immediate family who may live in the Premises with you.

C. 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.

D. Unless we agree otherwise in our sole discretion, the Resident is obligated to maintain their relationship with the University during the License Term. As such, if on the Starting Date you are a student, you may only reside

in the Premises for so long as you are enrolled as a student at the University, or if on the Starting Date you were a faculty or staff member, you may only reside in the Premises for so long as you are employed by the University. A breach of this Section 5(D) is a default under Section 17(B). Notwithstanding the preceding, Residents who complete the requirements of their academic program and graduate from the University in May, may continue to reside in the Premises through the end of the License Term.

6. ASSIGNMENT AND TRANSFERS

A. You may not assign 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 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 or the Property Owner may sell or transfer their respective interests in the Property, or any portion thereof, and the University may assign this License and its right to collect the License Fees and Charges 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 and the Property Owner 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 License Fees and Charges) except as set forth in this Section. Termination of this License is permitted under the following conditions and subject to your strict compliance with the University's withdrawal and tuition/fee refund policy described in the University's Academic Calendar:

- (a) you are called to active military duty and are entitled to relief from this License under Applicable Laws;
- (b) if you are a 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 or for any other reason (and the University accepts your withdrawal), or are no longer in good academic standing at the University or have withdrawn for academic reasons during the License Term;
- (d) if you are engaged during the License Term in an University-sponsored or -affiliated academic internship or study abroad experience; or
- (e) if you have completed the requirements of your academic program and graduate from the University.

ROOMMATE INCOMPATIBILITIES DO NOT CONSTITUTE SUFFICIENT GROUNDS FOR TERMINATION OF THIS LICENSE. Terminations under the aforementioned conditions and any entitlement to tuition/fee refunds as a result thereof, have to be executed in strict compliance with the requirements for withdrawal (including applicable deadlines) set forth in the University's Academic Calendar. We may require you to furnish supporting documentation reasonably acceptable to us to justify any termination or purported termination by you of this License. Notwithstanding your compliance with the withdrawal requirements set forth in the University's Academic Calendar, no termination hereunder and tuition/fee refund will be effective unless and until you vacate and surrender possession of the Premises to us. License Fees and Charges are non-refundable, regardless of the termination date within the License Term. This policy is in place to ensure consistency and fairness, and reflects the substantial commitment made by the University in providing housing facilities. Any tuition/fee refund will be net of damage assessments and other amounts you owe to us under this License.

8. UTILITIES

Electricity, water, sewer, gas (if applicable) and managed WIFI for your Premises will be furnished during the License Term at the monthly charge(s) outlined in Exhibit B hereto, provided, however, the University may bill the Resident's account separately for any excess utility charges. All utilities are to be utilized solely for normal household purposes and must not be wasted. 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.

9. PARKING RULES AND REGULATIONS; STORAGE FEES

A. This Section applies only if Property Owner offers parking spaces and/or storage bins and they are in fact available for Residents to license, rent or lease.

B. If you desire a parking space, you will enter into a separate parking license or lease agreement with the Property Owner or Property Manager and will pay a separate monthly market-rate parking license or lease fee directly to the Property Owner or Property Manager. The Property Owner or Property Manager will provide you with a parking permit for such parking space. You must operate and park all vehicles in accordance with the Property Rules and Regulations. All Resident vehicles must be registered with the Property Manager, be licensed with current license plates and must be in operating condition. Unauthorized or illegally parked vehicles may be towed or booted by the Property Manager at Resident's expense. We assume no responsibility or liability whatsoever for loss of or damage to any vehicle while parked at the Property. Boats, trailers, and oversized vehicles are not permitted, except for moving trucks during move-in and move-out periods so long as such trucks comply with the requirements set forth in the Property Rules and Regulations.

C. If you desire to rent a storage bin, you will enter into a separate agreement with the Property Owner or Property Manager and will pay a separate monthly market-rate storage fee directly to the Property Manager (the "Storage Fee"). Use of such storage bin shall be subject to the terms of the separate agreement with the Property Owner or Property Manager.

10. PROPERTY RULES AND REGULATIONS AND APPLICABLE LAWS

A. The Premises will be used exclusively for lodging and for no other purpose. You and your guests must comply with the terms of this License, all Property Rules and Regulations, the University Policies and Procedures, and Applicable Laws. By signing this License, you acknowledge that you have reviewed the terms of this License, the Property Rules and Regulations and the University Policies and Procedures. We reserve the right to revise, amend, expand or discontinue any requirements within this License, the Property Rules and Regulations and the University Policies and Procedures, at any time at our sole discretion. If you violate the terms of this License, the Property Rules and Regulations, the University Policies and Procedures or Applicable Laws, you are in default of this License.

Such default may subject you to fines and other penalties as outlined in these documents. You are responsible for familiarizing yourself with the terms of this License, the Property Rules and Regulations and the University Policies and Procedures, including any that detail the administrative procedures and expectations associated with your occupancy, and for any fines incurred due to policy violations by you and your guests.

B. You are obligated to comply with all Applicable Laws. The University, the Property Owner, and the Property Manager 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 the Community Management Director, if any, may enforce and apply University Policies and Procedures.

C. You are prohibited from operating any business from your Unit, whether internet-based or otherwise. Your Unit is specifically to be used for lodging purposes only. If we determine that you are operating a business from your Unit, you are in default of this License, and we may exercise any and all rights and remedies against you hereunder.

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 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, wallpapering, 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 Property Manager.

B. 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, or your 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, damages to sprinklers and other safety equipment, 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.** As such, each Resident can, individually, be held responsible and financially liable for the entire amount associated with damage and repairs, even if they didn't individually cause the damage.

You must pay all charges for damages and repairs within ten (10) days of receipt of written notice 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 remaining owed amount, 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 notify you in writing. Your obligations to pay the charges described in this paragraph will survive after the Ending Date of this License.

C. 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 University Information and Registration System Community Management Director through StarRez, the University's housing portal, Entrata, the Property Manager's portal at _____, or by community email _____ if the electronic systems are down. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately by calling _____. 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 License Fees and Charges. 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.

D. Smoke detectors are furnished as required by Applicable Law and we will 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, tamper with, or obstruct smoke detectors. If you damage or disable the smoke detectors or remove a battery without replacing it with a working battery, you will 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.

E. 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 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 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 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 OR WILLFUL MISCONDUCT. 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 GUESTS' PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU 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 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 License Fees and Charges and all Security Deposits, less lawful deductions, which may be provided for in this License.

14. INSURANCE

A. Resident's Insurance

You are required to have renter's, liability and property damage insurance with a minimum coverage of \$250,000 to occupy the Premises. Proof of active insurance is required to be submitted during the application process. You may obtain coverage from the University's preferred providers during the application process. If you choose to obtain your own insurance, you will be required to submit your policy information to the Property Manager's third-party compliance monitoring service. Should your insurance lapse or be cancelled, or if you fail to provide proof of active coverage, a monthly fee will be assessed to your account as a penalty pursuant to Section 14(C) below. Additionally, in such instances, you will be held liable for any damages that occur during the period of non-coverage.

B. Proof of Insurance

Submission of proof of insurance is a compulsory step in the residency application process. This proof must be presented in the form of an insurance declaration page, clearly evidencing the Resident's compliance with the insurance requirement, on or before the Resident's Starting Date. The ultimate determination of compliance will be made by the University's third-party compliance monitoring service. Failure to submit this proof or to remedy non-compliant insurance coverage will result in the Resident being deemed non-compliant with the University's insurance mandate, and may cause a termination of this License.

The Resident shall cause the University, the Property Owner, and the Property Manager, to be named as additional insureds or loss payees, as their interests may appear, on all insurances required to be maintained by the Resident in connection with this License, and the insurance declaration page shall reflect such coverages.

C. Consequences of Non-Compliance

Non-compliance with the insurance requirement will invoke a monthly License violation fee of \$25.00, levied until such time as the Resident rectifies the oversight by providing the required proof of insurance and/or purchasing compliant insurance coverage, as applicable. This measure underscores the importance the University places on ensuring all Residents are adequately protected against potential risks and liabilities.

D. Release of Liability

In accordance with the spirit of self-responsibility and risk management, each Resident, by agreeing to this provision, acknowledges their understanding that the University, the Property Owner, and the Property Manager do not assume liability for personal injuries, property damages, or other damages or losses that could have been covered under renter's, personal liability or property damage insurance policies. This License also extends to a waiver whereby Residents cannot pursue claims against the University, the Property Owner, and the Property Manager for any such events that insurance would typically cover. It is imperative for Residents to understand that

opting not to secure the requisite insurance leaves them fully exposed to financial and personal risk, for which the University, the Property Owner, and the Property Manager holds no accountability.

E. Subrogation Waiver

In alignment with this self-responsibility principle, Residents agree that their insurance carriers will not seek any form of recovery or subrogation against the University, the Property Owner and the Property Manager for any claims paid out under the Resident's policy. This clause is intended to promote a clear understanding among all parties about the importance of personal liability and property damage insurance and the limitations of the liability of the University, the Property Owner, and the Property Manager in relation to personal property and injury.

14. PETS

No animals or pets are permitted in the Premises at any time except by prior written consent given by the University and the Property Manager, which must be documented in an animal addendum signed by both you and us. The University and Property Manager will make reasonable accommodations to permit Residents with disabilities to keep service animals in the Property, and emotional support animals are permitted only upon receiving prior written approval from the University and the Property Manager. Unauthorized possession of pets or emotional support animals in the Premises for any duration, without such approvals, as documented in an animal addendum, shall constitute a material default under this License. In the event of such default, you shall incur a daily fine, the amount of which will be determined in accordance with the Property Rules and Regulations, and you will be subject to all remedies therefor, including, without limitation, termination of this License without refund of License Fees and Charges.

15. RIGHT OF ENTRY

The University, the Property Owner, and the Property Manager, 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 the Property Rules and Regulations and the University Policies and Procedures; 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. INTENTIONALLY OMITTED

17. DEFAULT

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

- A. You fail to timely pay License Fees and Charges, or any other amount owed under this License, including, without limitation, any fine, charge, or penalty that is levied in accordance with this License, the Property Rules and Regulations and University Policies and Procedures;
- B. You no longer qualify to live at the Property as set forth in this License;
- C. You or your family members living in the Premises with you or your guests violate this License or any addendum to it, the Property Rules and Regulations, the University Policies and Procedures, or any Applicable Laws (including any fire, health or criminal laws, regardless of whether arrest or conviction occurs);

- D. You fail to move into the Premises on the Starting Date 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 thirty (30) consecutive days);
- E. You have made any false statement or misrepresentation on any information provided to us, including this License or any application you submitted;
- F. You or your family members living in the Premises with you or your 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;
- G. Any controlled substance (excluding medications prescribed to you or your family members living in the Premises with you or your guests), marijuana, illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- H. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this License, the Property Rules and Regulations or the University Policies and Procedures;
- I. The possession, consumption, or distribution of alcohol by you or your guests in violation of this License, the University Policies and Procedures, or applicable laws, regardless of the individual's age; or
- J. The use or possession of tobacco products, electronic cigarettes, or other smoking devices in the Premises or Common Areas in violation of this License, the Property Rules and Regulations, the University Policies and Procedures, or Applicable Laws.

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, the Property Rules and Regulations or the University Policies and Procedures; (ii) sue you to collect past due License Fees and Charges 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 License Fees and Charges 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 License Fees and Charges you were supposed to pay and the License Fees and Charges 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, an early termination fee; (vi) report your default to credit reporting agencies; (vii) accelerate the remainder of the License Fees and Charges 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.

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.

B. All unpaid amounts that you owe to us may 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. In addition, we may send your past due account to an external collection agency, who may impose additional fees, which you will be responsible for up to the maximum amount allowed by law.

C. 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 License Fees and Charges 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 this 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. Furthermore, you consent to our use and distribution of that information for purposes related to your License. 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; however, only you are liable for the License obligations relating to the payment of your License Fees and Charges. You are not liable for any of your fellow residents' obligations to pay their License Fees and Charges.

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 University. 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 this 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 PROPERTY RULES AND REGULATIONS. 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, and the Property Manager or their respective affiliates for marketing purposes.

24. METHOD OF NOTICE

Any notices, demands, consents, approvals and other communications necessary or provided for under this License (each, a "Notice") shall be in writing and be sent by (a) hand delivery, (b) a nationally recognized overnight delivery service (such as FedEx or UPS), or (c) email. Notices shall be addressed and sent as set forth below, or to such other address as the University may specify hereafter in writing:

To the University:	The Howard University Office of Residence Life and University Housing 2205 4th Street NW, Lower Level Washington DC 20059 HUreslife@howard.edu
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To the Property Manager:	_____
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Attention: _____
Email: _____

Prior to the Starting Date, all notices to you will be sent to the address you provide to the University, or if you are a Student, to the University Information and Registration System. During the License Term, all notices to you will be sent to your Premises.

25. 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.

26. PEST CONTROL

A. Subject to the privacy and other rights of residents under their Licenses and Applicable Laws, the University authorizes all exterminating technicians contracted by Property Owner or Property Manager to enter the Residential Unit(s) to inspect for pests or to perform pest control services in the event that Resident(s) is not home on the date and time that service is to be rendered.

B. Resident and any family member living in the Premises with the Resident and any guests of Resident shall work in cooperation with the Property Owner, the Property Manager, and their pest control technicians to seek resolution of any pest control issues that may arise whether discovered by the University and/or the Resident, the pest control technician and/or the Property Owner or Property Manager. Resident shall promptly notify the Property Manager of the presence of any pests that Resident observes in the Unit or within the Common Areas by contacting the Property Manager.

C. Resident shall be responsible for the care and maintenance of such Resident's personal property and good housekeeping of the Unit, in order to avoid and/or eradicate any pest infestation.

D. Resident shall not treat the Unit for any bedbug infestation. Resident shall promptly notify the Property Manager of any known or suspected bedbug infestation or presence in the Unit, or in any of Resident's clothing, furniture or personal property.

E. If on one (1) scheduled appointment for pest control treatment, Resident fails to prepare the Unit as directed by the Property Manager or to provide access for such treatment, then the appointment will be re-scheduled for a second appointment and the Property Manager may, at its election, charge such Resident the fee charged by the pest control company (as adjusted by the Property Manager if charges incurred by Property Manager increase) for the treatment of the Unit on such second scheduled appointment.

27. NO SMOKING POLICY

Resident agrees and acknowledges that the Property and the Units to be occupied has been designated as a NO SMOKING LIVING ENVIRONMENT. Resident understands that neither the Resident nor any of their family members living in the Premises with them or their guests may smoke or permit others to smoke anywhere in the Property. The term "smoking" includes, without limitation, lighting, inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or other tobacco product or other similar product which produces smoke, in any manner and in any form. "Similar product" includes, but is not limited to, marijuana (medical or otherwise) and any electronic cigarette or cigar device.

[EXHIBITS A, B AND C FOLLOW]

EXHIBIT A

**[Building Name]
PROPERTY RULES AND REGULATIONS**

(See following pages)

[Insert Text]

THESE PROPERTY RULES AND REGULATIONS ARE A PART OF YOUR RESIDENT HOUSING LICENSE AGREEMENT.

EXHIBIT B**LICENSE FEES AND CHARGES SCHEDULE**

You are obligated to pay each of the following types of fees related to the Property, the amount of which and timing for payment are set forth herein.

<i>License Fees and Charges</i>	<i>Charge Timing</i>	<i>Charge Amount</i>
<i>License Fee</i>	Each Semester	\$ _____ (Per Bed per semester)
<i>Resident Amenity Fee</i>	Monthly, ___ of the month	Included in the License Fee
<i>Parking Space</i>	Monthly, ___ of the month	Per separate agreement with Property Owner/Property Manager
<i>Storage Fees</i>	Monthly, ___ of the month	Per separate agreement with Property Owner/Property Manager
<i>Internet</i>	As needed	A fixed amount is included in the License Fee.
<i>Electricity</i>	As needed	A fixed amount is included in the License Fee, the University may bill the Resident's account separately for any excess charges
<i>Water/Sewer</i>	As needed	A fixed amount is included in the License Fee, the University may bill the Resident's account separately for any excess charges
<i>Application Fee</i>	One Time (at application completion)	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.
<i>Housing Deposit</i>	One Time (at application completion)	Deposit for you to reserve your Bed after your housing assignment, and are due in accordance with the guidelines set forth by the University. Housing Deposits are 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
<i>Fees, fines, or assessments related to a violation of this License</i>	As needed	Case specific

Resident 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 a refund of payment of License Fees and Charges for the full semester upon voluntary withdrawal from the Property, with the exception of those provisions listed in Part II, Section 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 University, and shall be applied to the Resident's academic account and considered sufficient cause for the University to withhold the Resident's registration, grades, transcripts and/or diploma(s).

EXHIBIT C**LICENSE FEES AND CHARGES
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 License Fees and Charges at or prior to the Starting Date. However, we agree to conditionally defer payment of any portion of your Housing License Fees and Charges that the University's financial aid office has ascertained will be paid from financial aid accommodations qualifying under the University Policies and Procedures, 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 University will be authorized to immediately credit such amounts to License Fees and Charges, or, if the University has assigned its rights to receive such payments to a lender or investor, third party concessionaire, asset manager, or other party, the University will be authorized to immediately remit such amounts to the applicable third party to be credited to License Fees and Charges.
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 License Fees and Charges, or, if the University has assigned its rights to receive such payments to a third party concessionaire, asset manager, or other party, the University will be authorized to immediately remit such amounts to the applicable third party to be credited to License Fees and Charges.
3. If we determine that you are not fully eligible for any financial aid disbursements that you intended for deferred License Fees and Charges, we will notify you in writing, those deferred License Fees and Charges will be charged to your student account, and you will be required to pay them immediately. If you do not timely pay such 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 License Fees and Charges, you agree to pay the remaining balance immediately upon receipt of written notice from us of any deficiency. We have the right to place "holds" on any unpaid housing accounts, preventing you from registering and/or from obtaining grades, transcripts or diplomas.
5. The University is authorized to release your personal information, including information regarding your financial aid status, to the Property Manager 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 License Fees and Charges have been paid even if you expect such License Fees and Charges 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 such a request and have not otherwise paid any and all License Fees and Charges 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 such request with us.

BY EXECUTING THE RESIDENT HOUSING LICENSE AGREEMENT TO WHICH THIS EXHIBIT C 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.