

## 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 Howard University (the "University") email or ID number used as the log-in for BisonHub powered by Workday (which formerly included Banner), hereinafter referred to as "Student", and, if applicable, such Student's Parent/Guardian. The Property Owner has empowered the Property Manager (as defined below) and the Property Submanager (as defined below) with certain rights, including, without limitation, the ability to enforce the terms of this License.

Student shall have no right to live in a Residence Hall unless and until this License is executed and Student understands that submission of this completed and executed License DOES NOT guarantee residency within a Residence Hall. Student will be notified of their confirmed assignment upon receipt of a Housing Assignment Letter (as defined below). Confirmation of your housing assignment must be made through StarRez, the University's housing portal, which is accessible through the Residence Life web page.

**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.**

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 University and identified in the "Housing" section of StarRez for student lodging purposes for the Academic Period (as defined below), Student hereby agrees to make payments to the University, in accordance with the fee schedule set forth in the current University Official Notice of Student Charges. **Student understands and agrees that this License is for a Bed in the Residence Hall and not for a specific Unit or Bedroom in the Residence Hall, and is for the sole purpose of providing the Student with lodging for study and living purposes while enrolled in the University.**

Furthermore, once a housing assignment via the Housing Assignment Letter is confirmed by the Student through StarRez, the University's designated housing portal, and this License is executed, 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 Student 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.

Student agrees to comply with all provisions of this License, inclusive of Part I (Definitions), Part II (Terms and Conditions), and the "University Policies and Procedures" (hereinafter defined). All 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.

Housing Fees, for the semester housing charges, will appear on Student's bill 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Residence Hall License Agreement, inclusive of the Parties Section, Part I (Definitions), Part II (Terms and Conditions), Exhibit A and Exhibit B hereof. By executing this Residence Hall License Agreement, Student and Parent/Guardian (if applicable) acknowledges that they have read, understand, and agree to abide by the provisions of this Residence Hall License Agreement, and the University Policies and Procedures and acknowledge and agree that the terms and conditions thereof are binding upon student.

**PROPERTY OWNER:  
BY THE PROPERTY MANAGER  
(its agent)**

**STUDENT:**

ID Number

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**\*\*\*\*STUDENTS 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 AND EXHIBIT B 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 or more Beds.

**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 for, 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:** The resident director, building manager, community director, Residence Life or other representative designated by the Property Manager or the Property Submanager as the on-site contact for community management at the Property, as applicable.

**Ending Date:** The University's move-out date or check-out date per its cancellation policy.

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

**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:** 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 Bedroom and Bed within your assigned Unit, and the Common Areas located within your assigned Unit. Your initial Bedroom, Bed and Unit may be reassigned by the Property Manager or the Property Submanager at any time with notice to the Student.

**Property:** The Residence Hall identified in the "Housing" section of BisonHub powered by Workday (which formerly included Banner), Entrata, and/or StarRez for student lodging purposes for the Academic Period.

**Property Manager** (also referred to herein as "us" or "we"): For **Towers East, Towers West, Drew Hall, Cook Hall, the Harriet Tubman Quadrangle, Axis, 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, Bethune Annex, Axis 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.

**Residence Hall:** Refers to all housing facilities identified in the “Housing” section of BisonHub powered by Workday (which formerly included Banner), Entrata, and/or StarRez portals, as applicable, for student lodging purposes for the Academic Period and that are currently under the management and operation of the University as of this License.

**Starting Date:** The University’s move-in date or check-in date for the applicable Academic Period per its cancellation policy.

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

**Sublicensing:** Shall refer to the process described on the first page of this License whereby a Student 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 internal 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.

**University Policies and Procedures:** Collectively, Exhibit A and Exhibit B of this License, the University’s Residence Hall Handbook, the University’s Code of Student Conduct, and any applicable rules and regulations applicable to the assigned space in a Unit, and 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 Property Manager, the Property Submanager or 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 Student to sanctions by the University, the Property Owner, the Property Manager, or the Property Submanager, including, without limitation, expulsion from the University, or removal from the Property.

**University Student Information and Registration System:** The University’s computerized student information and registration system, which may include 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 Property Owner, as licensor, and the Student, as licensee. The Property Manager or Property Submanager may execute and deliver this License to the Student, and may exercise the rights and discharge the duties of the Property Owner, in each case as the agent 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 Student. 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 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 as outlined in 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 HOUSING FEES 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 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.

### **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 Property and 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 a Property.

B. If you wish to change your assigned Bed to another Bedroom in the Property or to other on-campus housing, 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 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 amounts due and payable by you to us under this License and Exhibit A, including, without limitation, Application Fees, Housing Deposits, Housing Fees, damage assessments, early termination fees, and other amounts, 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 shall 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 shall be paid by any means accepted by the University Student Information and Registration System. Late payments must be authorized by the Property Manager, and may be subject to additional fees. 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 shall 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, charges, fees, or fines associated with our having to provide special services to you or on your behalf, as detailed in 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 checkout, checkout related violations, unauthorized room changes, visitation violations, cleanliness standards violations, damage to the premises, tampering with safety devices, illegal exiting or entering the Property, and other similar charges as described in the University Policies and Procedures.

E. Adherence to this License and the University Policies and Procedures is mandatory. Violation of the License and/or 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 the University Policies and Procedures does not exempt you from facing further disciplinary or other 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 University housing.

#### **5. OCCUPANTS**

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 the University (as defined in the University Policies and Procedures or as otherwise approved by the Office of Residence Life in its 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.

#### **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, 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. 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 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 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 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. Housing fees 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

We will furnish electricity, water, sewer and gas (if applicable) for your Premises during the License Term. All utilities are to be utilized solely for normal household purposes and must not be wasted. Please note that no wired internet connections will be provided with the Premises. Instead, we will furnish you with a limited data connection in the areas of the Premises selected by us. 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.

## 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 University Policies and Procedures. 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 Student'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 University Policies and Procedures.

## 10. UNIVERSITY POLICIES AND PROCEDURES AND APPLICABLE LAWS

A. The Premises will be used exclusively for student lodging and for no other purpose. You and your guests must comply with all University Policies and Procedures at all times. By signing this License, you acknowledge that you have reviewed the University Policies and Procedures. We reserve the right to revise, amend, expand or discontinue any content within the University Policies and Procedures at any time at our sole discretion.

If you violate any of the University Policies and Procedures, you are in default of this License. Such a default may subject you to fines and other penalties as outlined in these documents. You are responsible for familiarizing yourself with 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 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.

C. You are prohibited from operating any business from your Unit, whether internet-based or otherwise. Your Unit is specifically to be used for student 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 Community Management Director.

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 Student 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 Section will survive after the ending 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 Community Management Director through StarRez, the University's housing portal, Entrata, the Property Submanager's portal, 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. 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.

D. We will 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, 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 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 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 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. There will be a reasonable reduction of the Housing Fees for the unusable portion of the Premises unless you or your guests are the cause of the fire or other casualty. If the rebuilding of the damaged improvements requires relocation, as determined in the

Property Owner's sole discretion, the affected Student will be located to other housing and adjustments for differences in Housing Fees will be made.

## **14. INSURANCE**

### **A. Student's Insurance.**

You are required to have renter's, liability and property damage insurance with a minimum coverage of \$300,000 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 Student's compliance with the insurance requirement, on or before the Student's Starting Date. The ultimate determination of compliance will be made by the Property Manager's third-party compliance monitoring service. Failure to submit this proof or to remedy non-compliant insurance coverage will result in the Student being deemed non-compliant with the University's insurance mandate, and may cause a termination of this License.

The Student shall cause the University, the Property Owner, the Property Manager, and the Property Submanager to be named as additional insureds or loss payees, as their interests may appear, on all insurances required to be maintained by the Student 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 Student 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 Students are adequately protected against potential risks and liabilities.

### **D. Release of Liability.**

In accordance with the spirit of self-responsibility and risk management, each Student, by agreeing to this provision, acknowledges their understanding that the University, the Property Owner, the Property Manager and the Property Submanager 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 Students cannot pursue claims against the University, the Property Owner, the Property Manager and the Property Submanager for any such events that insurance would typically cover. It's imperative for Students 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, the Property Manager and the Property Submanager holds no accountability.

### **E. Subrogation Waiver.**

In alignment with this self-responsibility principle, Students agree that their insurance carriers will not seek any form of recovery or subrogation against the University, the Property Owner, the Property Manager and the Property Submanager for any claims paid out under the Student'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, the Property Manager, and the Property Submanager 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 Office of Student Services, which must be documented in an animal addendum signed by both you and us. The Office of Student Services will make reasonable accommodations to permit Students with disabilities to keep service animals

in the Property, and emotional support animals are permitted only upon receiving prior written approval from the Office of Student Services and the Office of Accessibility. 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 University Policies and Procedures, and you will be subject 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 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. 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:

- A. 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 University Policies and Procedures;
- B. You are no longer enrolled as a full-time student at the University (as defined in the University Policies and Procedures or as otherwise approved by the Office of Residence Life in its sole discretion), or otherwise cease to qualify to live at the Property as set forth in this License;
- C. You or your guests violate this License or any addendum to it, 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 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);
- E. You have made any false statement or misrepresentation on any information provided to us, including this License or any housing application you submitted;
- F. 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 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);
- H. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this License 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;
- 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 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 Section), in addition to other remedies allowed by law, (i) collect any fine imposed by this License or by the University Policies and Procedures; (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 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.

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. STUDENT 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. 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 Housing Fees. You are not liable for any of your fellow residents' obligations to pay their 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

A. YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE UNIVERSITY POLICIES AND PROCEDURES. 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.

B. The Property Manager and the Property Submanager may furnish and utilize security cameras throughout the Property. We will install, use, and maintain security cameras at our discretion we can discontinue the installation, use or maintenance of any 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

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 Property Manager may specify hereafter in writing:

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, Lower Level  
 Washington DC 20059  
 [See Property Manager's Property specific email]

and

Howard University  
 Office of Residence Life and University Housing  
 2205 4th Street NW, Lower Level  
 Washington DC 20059

HUreslife@howard.edu

Prior to the Starting Date, all Notices to you will be sent to the address you provide to the University Student 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. Student 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 Property Owner, the Property Manager, the Property Submanager and/or the Student, the pest control technician and/or the Property Owner or Property Manager. Student shall promptly notify the Property Manager of the presence of any pests that Student observes in the Unit or within the Common Areas by contacting the Property Manager and submitting a request through the resident portal.

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

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

## **27. NO SMOKING POLICY**

Student agrees and acknowledges that the Property and the Units to be occupied has been designated as a NO SMOKING LIVING ENVIRONMENT and understands that Student shall not 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.

[EXHIBIT A AND EXHIBIT B FOLLOW]

**EXHIBIT A**  
**HOUSING FEE SCHEDULE AND PAYMENT TERMS**

**You are obligated to pay each of the following types of Housing Fees related to the Property, the amount of which and timing for payment are set forth in the fee schedule contained in the current University Official Notice of Student Charges:**

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. **Housing Deposit:** 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.
3. **Semester Housing Charges:** charge for your Bed at the Property.
4. **Damage Assessments, Early Termination Fees, and Fines:** Shall only be due if incurred by the Student and are due in accordance with the guidelines set forth by the University.

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 of Housing Deposits and Housing Fees 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 constitute a debt to the applicable Property Owner, 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), and shall survive the early termination or expiration of this License.

**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 Housing Fees 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 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, we will notify you in writing, those deferred Housing Fees 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 Housing Fees, 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 Property Owner and University are authorized to release your personal information, including information regarding your financial aid status, to the Property Manager, 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 such a request 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 such request with us.

**BY EXECUTING 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.**