

**HOWARD UNIVERSITY
RESIDENT HOUSING LICENSE AGREEMENT
(UNIVERSITY SPONSORED OFF-CAMPUS LOCATION: CLOVER AT THE PARKS)**

PARTIES

The Howard University (the "University") has entered into a Master Residential Lease Agreement (as may be amended, supplemented, and/or modified from time to time, the "Master Lease Agreement") with 1155 Dahlia Street Owner LLC (together with any permitted successors and/or assigns, the "Property Owner"), pursuant to which the University is master leasing certain residential units and beds in the apartment building known as "Clover at the Parks", located at 1155 Dahlia Street, N.W., Washington, D.C. 20012 (the "Property"), to provide University sponsored off-campus housing to its faculty, staff, and students.

This License (as defined below) 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 and who, in any event, has executed this License for the period (the "License Term") from the Starting Date (as defined below) to the Ending Date (as defined below) 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 GREP Atlantic, LLC (together with any permitted successors, assigns, and/or subsequent property managers of the Property, 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 (a) a Registered Student (as defined below) in the University (if a Student), or (b) 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.

Resident's execution of this License creates a binding commitment by Resident for the full License Term, which includes the full Academic Period (as defined below), subject only to expiration or early termination of this License as expressly set forth herein.

If Resident is a Student, the following provisions (a) and (b) apply to such Resident:

- (a) Student understands that execution and/or submission of this License DOES NOT guarantee residency within the Property. Following Student's submission of a housing application and satisfaction of all application requirements (including execution of this License), Student will be notified of Student's housing assignment pursuant to a Housing Assignment Letter (as defined below).

(b) WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE SET FORTH IN THE HOUSING ASSIGNMENT LETTER (OR WITHIN SUCH SHORTER PERIOD AS DETERMINED BY THE UNIVERSITY, IN ITS SOLE DISCRETION), STUDENT MUST CONFIRM ACCEPTANCE OF ITS HOUSING ASSIGNMENT THROUGH STARREZ, THE UNIVERSITY'S HOUSING PORTAL. STUDENT'S FAILURE TO TIMELY CONFIRM ACCEPTANCE OF ITS HOUSING ASSIGNMENT MAY, AT THE UNIVERSITY'S OPTION, RESULT IN CANCELLATION OR MODIFICATION OF THE HOUSING ASSIGNMENT SET FORTH IN THE HOUSING ASSIGNMENT LETTER.

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 –License Fees and Charges Schedule]

If Resident is a Student, applicable 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 Academic Calendar.

Resident agrees to comply with all provisions of this License. To the extent that there are any conflicts between (a) this License (exclusive of the Property Rules and Regulations), and (b) the Property Rules and Regulations, 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.

In addition to the University remedies set forth below, Resident understands that any default under this License by Resident may subject the Resident to University sanctions, including, to the extent permitted by Applicable Laws, (a) if Resident is a Student, preventing such student Resident from registering at the University and/or from obtaining grades, transcripts or diplomas, or (b) if Resident is a faculty or staff member of the University, 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 License. By executing this License, Resident acknowledges that they have read, understand, and agree to abide by the provisions of this License.

THE HOWARD UNIVERSITY:

STUDENT:

By: _____

Bison ID Number

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 Calendar: The official academic calendar of the University, as set forth on the University's website and as the same may be amended, modified, and/or replaced from time to time in the University's sole discretion.

Academic Period: The fall semester and spring semester as described by the 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), two Beds (e.g., if the Unit is a two-bedroom floor plan Unit), or more Beds.

Bed: A bed space within a Bedroom.

Class Commencement Date: The first day of classes as set forth in the Academic Calendar.

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 other occupants 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 and 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: July 25, 2027.

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.

Housing Deposit: That certain housing deposit described on Exhibit B attached hereto.

License Fees and Charges: Any and all amounts due and payable by you to us under this License, including, without limitation, application fees, Housing Deposits, 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 Resident Housing License Agreement, inclusive of the Parties Section, Part I (Definitions), Part II (Terms and Conditions), the University Policies and Procedures, and Exhibit A (Property Rules and Regulations), Exhibit B (License Fees and Charges Schedule), and Exhibit C (License Fees and Charges Financial Aid Deferment Policy) hereof.

License Fee: That certain license fee shown on Exhibit B attached hereto.

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 by the Property Owner and/or the Property Manager, with the reasonable approval of the University. 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.

Registered Student: A Student who:

(a) is actively enrolled at the University (in accordance with the University Policies and Procedures or as otherwise approved by the Office of Residence Life in its sole discretion), and

(b) (i) during the housing application process, is registered in at least one (1) academic course at the University for each semester within the Academic Period, and (ii) thereafter maintains a full-time academic course load with at least twelve (12) University credits for the applicable semester (or fewer University credits if approved by the University in writing in its sole and absolute discretion); provided, however, that a Student who is scheduled to graduate at the end of the applicable semester may, with University consent, maintain a minimum of one (1) University credit during such final semester.

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.

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

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

Unit: A living area within the Property containing one or more Bedrooms and associated internal Common Areas, including 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 contracts, agreements, 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 contracts, agreements, 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, Workday, Entrata, Atrium, Open Path, 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. Except as may be authorized by us (in our sole and absolute discretion), and subject to any additional License Fees and Charges assessed, you shall have no right to occupy the Premises until the Starting Date, and any right of occupancy on or after the Starting Date is expressly conditioned upon your full payment of all License Fees and Charges due by such date and such other terms and conditions as set forth herein. 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.

B. A move-in inventory, unit condition report form, and/or other unit inspection documentation will be provided to you (in physical form or electronically, at the University's, Property Owner's, or Property Manager's discretion) 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 and/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 link: <https://studentaffairs.howard.edu/resources/all-housing-documents> (Housing Documents). You may 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. The University, Property Manager, or Property Owner may notify you of any damages and/or charges to be paid by you by posting any such damages and/or charges to your resident or student account (as applicable) and/or by any other means as determined by the University, Property Manager, or Property Owner. If you have scheduled and completed a walk-through in accordance with this Subsection, you may dispute any resulting damages or charges as set forth in Section 4(E) below.

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 in accordance with this License, 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 and/or dispose of such property (as determined in the sole discretion of the University, Property Owner, or the Property Manager) 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 PURSUANT TO THIS LICENSE, 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 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 at a later date. These assignments are subject to change at any time, whether before or after the Starting Date, for the reasons set forth in this License or as otherwise determined by the University in its sole discretion. We have the right at any time to transfer or to administratively relocate you from one Bed, Bedroom, or Unit to another Bed, Bedroom, or Unit within the Property, or to another University sponsored property.

B. You must obtain prior written approval from the Office of Residence Life if you intend to move into your Premises on or after the Class Commencement Date. If you have not moved into your Premises prior to the Class Commencement Date and have failed to make arrangements with (and obtain prior written approval from) the Office of Residence Life with respect to your delayed move-in date, the University may, in its sole and absolute discretion, (1) terminate your housing assignment, or (2) modify your housing assignment by relocating you to another Bed, Bedroom, or Unit within the Property, or to another University sponsored property.

C. If a vacancy exists in your assigned Bedroom and/or Unit at any time during the License Term, the University may, as deemed necessary or desirable in its sole and absolute discretion, (1) assign additional occupants to your Bedroom and/or Unit, (2) reassign and relocate you to another Bedroom or Unit within the Property or to another University sponsored property, and/or (3) make such other modifications to your housing assignment in pursuit of the University's goal of achieving and maintaining full occupancy of the University sponsored properties.

D. If you wish to change your (1) assigned Bed, Bedroom, and/or Unit in the Property, and/or (2) roommate(s), you must make a written request to the resident assistant, graduate assistant, and Office of Residence Life, and satisfy any other applicable requirements in accordance with the University Policies and Procedures. The University Policies and Procedures set forth the circumstances under which such changes may be permitted and the applicable fees associated with any such 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. To the extent you are determined by the University's Office of Financial Aid to be eligible for student financial aid applicable to your License Fees and Charges, or you enroll in a payment plan administered by the Office of the Bursar (e.g., TouchNet), and such financial aid or payment plan is sufficient to cover the applicable License Fees and Charges, we may, in our discretion,

grant a conditional deferment of the corresponding portion of such License Fees and Charges. Any such deferment will apply only until such time as the financial aid is disbursed or payment plan obligations become due, or until it is determined that you are no longer eligible for such financial aid. Eligibility for student financial aid is determined solely by the University's Office of Financial Aid, and all payment plan terms and administration are governed by the University's Office of the Bursar. As a condition of any such deferment, you must agree to and comply with the terms and conditions set forth in Exhibit C, which are incorporated herein by reference, by executing this License.

B. All License Fees and Charges must be made payable to the University. For non-student Residents, all License Fees and Charges shall be paid by any means acceptable to the University, including money order or electronic payment (such as credit card, debit card, or wire transfer of funds). For Students, License Fees and Charges shall be paid by any means accepted by the University and 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, and fines associated with our having to provide special services to you or on your behalf, as detailed in this License (including in 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 (including in the Property Rules and Regulations and the University Policies and Procedures). Unless expressly set forth to the contrary in this License (including in the Property Rules and Regulations or the University Policies and Procedures), payments owed by you for the services described in this Subsection shall be paid in advance as and when required by the University, the Property Rules and Regulations, and/or the University Policies and Procedures.

D. Resident's adherence to this License (including the Property Rules and Regulations and the University Policies and Procedures) is mandatory. Resident's violation of this License (which includes any violation of the Property Rules and Regulations and/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 does not exempt you from facing further disciplinary actions, including the possibility of losing your current and/or future 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 and/or to any other University-sponsored housing.

E. For the avoidance of doubt, you bear sole responsibility for monitoring your resident or student account (as applicable), and ensuring the accuracy and timely payment of all License Fees and Charges (including those posted to your resident or student account, as applicable). You acknowledge and agree that all License Fees and Charges due under this License are owed in full, when due, regardless of whether such amounts are timely, accurately, or fully communicated or reflected on the applicable resident or student account. Any delay, omission, error, or inaccuracy in the posting (or otherwise notifying) of License Fees and Charges shall not relieve Resident of the obligation to pay all amounts owed under this License in accordance with the terms hereof. Resident further acknowledges that the University has no obligation to notify Resident of any delays, errors, omissions, or discrepancies of any kind, with respect to the posting (or otherwise notifying) of License Fees and Charges, and any such delay, error, omission, or discrepancy shall not limit, reduce, waive, or otherwise affect Resident's payment obligations hereunder. Failure by Resident to review the applicable student or resident account (or to review or receive any other notification) shall not constitute a defense to nonpayment, and Resident shall remain fully liable for all amounts owed under this License. Unless stated otherwise in this License, Resident may notify the University in writing

of any permitted Resident dispute regarding License Fees and Charges within ten (10) days of the earlier of the date such fees (1) are posted to the applicable student or resident account (or otherwise communicated to you in accordance with the notice provisions hereunder), and (2) become due and payable under this License. The University shall thereafter review the dispute in accordance with the applicable University dispute-resolution procedure. Any determination issued upon completion of such dispute-resolution procedure shall be deemed final, conclusive, and accurate for all purposes, and Resident shall promptly pay any amounts determined to be due by Resident as a result of such determination. Any failure by Resident to dispute the License Fees and Charges within the ten (10) day period set forth in this Subsection shall constitute Resident's irrevocable waiver of the right to contest, challenge, or otherwise dispute such License Fees and Charges, and all such License Fees and Charges shall be deemed valid, accurate, and payable by Resident.

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, so long as any such individuals have been pre-approved by the University.

B. The Property Manager shall have the right to request, and promptly following any such request 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 and have been pre-approved by the University.

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 a Registered Student at the University, or if on the Starting Date you are 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 18(B). Notwithstanding the preceding or anything set forth herein to the contrary, Students 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 provided that (1) such extended occupancy has been pre-approved by the Office of Residence Life, and (2) Student continues to adhere to the terms and conditions of this License until this License is terminated or otherwise expires pursuant to the terms hereof.

E. Notwithstanding the foregoing, or anything else set forth herein to the contrary, Resident acknowledges that the University retains sole discretion in determining housing occupant eligibility, placement, assignment and reassignment, and any housing cancellations.

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 (1) our prior written consent, to be granted or withheld in our sole discretion, and (2) satisfaction of all transfer requirements as determined by the University in its sole discretion (including all required transfer paperwork and payment of applicable fees). Any purported assignment or transfer without our consent and satisfaction of applicable transfer requirements is null and void and shall constitute a default under this License. Even if we consent to a transfer and all other transfer requirements have been satisfied, 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 except as set forth in this Section. Termination of this License by you is only permitted following satisfaction of each of the following requirements:

- (a) One (or more) of the following apply to you and you have provided reasonable evidence thereof to the University:
 - (i) you are called to active military duty and are entitled to relief from this License under Applicable Laws;
 - (ii) you are a resident and you give birth to a child during the License Term;
 - (iii) you withdraw and are no longer a Registered Student of the University during the License Term for any reason, including withdrawal from the University due to health and/or safety reasons or for any other reason (and the University accepts your withdrawal), or you are no longer in good academic standing at the University or have withdrawn for academic reasons during the License Term;
 - (iv) you are engaged during the License Term in a University-sponsored or -affiliated academic internship or study abroad experience; or
 - (v) you have completed the requirements of your academic program and graduate from the University.
- (b) You have paid all applicable fees, submitted all documentation (including any cancellation requests), and taken such further action as is required by this License and/or by the University in connection with any such termination.
- (c) You have received written confirmation from the University that your termination of this License has been approved and you have vacated and surrendered possession of the Premises as required herein.

FOR THE AVOIDANCE OF DOUBT, ROOMMATE INCOMPATIBILITY OR THE UNIVERSITY'S FAILURE TO APPROVE OR SATISFY HOUSING ACCOMMODATION REQUESTS (INCLUDING HOUSING TO ACCOMMODATE EMOTIONAL SUPPORT ANIMALS) DO NOT CONSTITUTE SUFFICIENT GROUNDS FOR TERMINATION OF THIS LICENSE. Terminations permitted pursuant to this Section have to be executed in strict compliance with the requirements for withdrawal (including applicable deadlines) set forth herein and 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 requirements set forth herein and in the Academic Calendar, no termination hereunder will be effective unless and until you vacate and surrender possession of the Premises to us within twenty (24) hours from the date of the University's written confirmation of termination in accordance with Section 7(c) above (or by such other surrender date as determined by the University in its sole and absolute discretion). 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.

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 Resident's share (as determined by the University) of any utility charges exceeding the allowable allotment and billed by the Property Owner to the University. 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. Resident acknowledges and agrees that interruptions, fluctuations, and/or temporary failures in utility services, data connections, and related systems may occur from time to time, and that any such interruption, fluctuation, and/or temporary failure shall not constitute a default by us under this License or give rise to any rights or remedies on the part of the Resident, including any right to reimbursement, reduction, or refund of fees.

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 (the "Parking 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 and the Parking Agreement. 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. If you purchase a parking permit and parking becomes unavailable for any reason, including due to unforeseen or extenuating circumstances, any adjustments in parking charges and fees due to such unavailability shall be governed by the Property Rules and Regulations and the Parking Agreement. You acknowledge and agree that, unless explicitly set forth in the Parking Agreement, the Property Owner and Property Manager are not required to provide alternate parking during any period in which parking is unavailable as described in the immediately preceding sentence.

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 by you exclusively for lodging and for no other purpose. You and your guests must comply with the terms of this License (including the Property Rules and Regulations and the University Policies and Procedures) and Applicable Laws. By signing this License, you acknowledge that you have reviewed the terms of this License (including 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 (including the Property Rules and Regulations and the University Policies and Procedures), at any time at our sole discretion. If you violate any of the Property Rules and Regulations, the University Policies and Procedures, or Applicable Laws, you are in default of this License, and 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, including the Property Rules and Regulations, the University Policies and Procedures, any terms therein that detail the administrative procedures and expectations associated with your occupancy, and 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 the Property (including within your Unit), whether internet-based or otherwise. You are to use the Property (including your Unit) for lodging purposes only. If we determine that you are operating a business from the Property (including within 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 any damage and repairs, even if they did not 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 the expiration or termination 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, Entrada, the Property Manager'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 may not 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. Any repairs requested in accordance with this Subsection will be performed during our usual working hours unless you request in writing (and we approve such request) that such repairs will be performed outside of our usual working hours. Except for repairs required in an emergency (as determined by us in our sole discretion), any repairs performed outside of our usual working hours will require advance payment by you of additional charges resulting from such request (such as overtime).

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, fire alarms, or any other safety device. If you damage or disable the smoke detectors, fire alarms, or any other safety device, 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, fire alarm, or other safety device, or fail to timely report a dead battery or malfunctions to us, you will be liable to us and others for any loss, damage, and/or fines from fire, smoke or water, and may (at our option in our sole discretion) be subject to further fines and disciplinary action as outlined in this License (including in the University Policies and Procedures and/or in the Property Rules and Regulations).

E. If you fail to comply with the provisions of this Section, 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.

14. INSURANCE

A. Resident’s Insurance (General Requirements).

In addition to complying with any specific insurance requirements as may be set forth in the Property Rules and Regulations or as otherwise required by the University, you are required to comply with the requirements set forth in this Section. You are required to have renter’s, liability and property damage insurance with a minimum coverage of \$300,000 to occupy the Premises. You 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 any insurance required to be maintained by you in connection with this License

(including the insurance described in this Section). You may obtain insurance through (1) the University's preferred provider(s) during the application process, or (2) a separate insurance provider of your choosing.

B. Proof of Insurance.

You are required to provide proof of insurance to the University's or Property Manager's (as applicable) third-party compliance monitoring service ("The Guarantors Tracking Service") prior to your move-in date. This proof of insurance must be in the form of an insurance declaration page, clearly evidencing your compliance with the insurance requirements set forth herein. You may provide such proof of insurance by any method permitted by The Guarantors Tracking Service, the University, and the Property Manager, including by linking your insurance login account to The Guarantors Tracking Service platform or by uploading the declaration to The Guarantors Tracking Service platform. The Guarantors Tracking Service will review your proof of insurance and advise as to whether it has been approved or if additional information or action is required on your part. If additional information or action is required by The Guarantors Tracking Service, you will promptly provide such additional information or take such further action as is necessary until you have been advised by The Guarantors Tracking Service that you have satisfied the insurance requirements set forth herein.

C. Non-Compliance and Consequences.

You will be deemed non-compliant with the insurance requirements set forth in this Section if (1) your insurance lapses or is canceled, or you otherwise fail to maintain the required insurance (or provide evidence thereof) at any time during the License Term or as otherwise required herein, or (2) you fail to satisfy any other requirements in connection with such insurance as set forth in this Section, in the University Policies and Procedures, or in the Property Rules and Regulations. Non-compliance as described in the immediately preceding sentence (a) will invoke a monthly License violation fee of \$25.00 levied until such time as you correct the matter by taking any and all required action, including purchasing the required insurance coverage and/or providing the necessary proof of insurance, as applicable, and/or (b) may (at the University's option) be considered a default of this License. Additionally, in the event that your insurance lapses or is canceled or you otherwise fail to maintain the necessary insurance required hereunder, you will be held liable for any damages that occur (including to person or property) during any period of non-coverage.

The measures set forth herein underscore 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 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/or 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/or 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.

F. University Insurance.

Residents acknowledge and understand that the University, the Property Owner, and/or the Property Manager may procure independent legal liability insurance to indemnify, protect, and insure themselves in connection with potential loss related to Residents' occupancy of the Premises from a third-party insurer through GuarantR, Inc. ("The Guarantors," "The Guarantors Agency," or "Guarantors Insurance Agency") and that The Guarantors may receive a commission on the placement of such insurance.

Residents understand that any legal liability insurance, if procured by the University, the Property Owner, and/or the Property Manager, is for the exclusive benefit of the University, the Property Owner, and/or the Property Manager, respectively, and is not a substitute for Residents' personal renters insurance needs nor satisfies Residents' obligations under this License. Residents further understand that the University, the Property Owner, and/or the Property Manager, in their sole discretion, may procure additional insurance coverage which provides limited coverage for certain personal property of Residents as a loss payee.

If University, the Property Owner, and/or the Property Manager submit a claim and the third-party insurer provides payment, the rights and recourses of the respective University, the Property Owner, and/or the Property Manager may be transferred to the third-party insurer and Residents may be liable to the third-party insurer and obligated to reimburse the third-party insurer.

G. Independent Insurance Charge.

Residents acknowledge and understand that University, the Property Owner, and/or the Property Manager will pass the cost of the independent legal liability insurance described in this Section to Residents. At the University's option, such charge shall be payable as part of the License Fees and Charges and in accordance with the applicable fee schedule as determined by the University. This charge does not represent or act as a liquidated damages clause and University, the Property Owner, and/or the Property Manager preserve all rights and claims in connection with resulting damages as a consequence of any breach under this License. Further, payment of such charge shall not constitute insurance or be a substitute thereof.

15. PETS

No animals or pets are permitted in the Premises or the Common Areas of the Property 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 or any Common Areas for any duration, without such approvals, as documented in an animal addendum, shall constitute a material default under this License. Any animals or pets permitted in accordance with this Section must remain in the Student's Bedroom. The ongoing or otherwise material presence of any such permitted animal or pet in any Common Areas within the Unit shall require the prior written consent of all other residents in the Unit as well as compliance with other applicable University policies, rules, and requirements, and the Property Rules and Regulations. In the event of any default under this Section, 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 applicable remedies, including, without limitation, termination of this License without refund of License Fees and Charges.

16. 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).

17. INTENTIONALLY OMITTED

18. DEFAULT

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

- A. You fail to timely pay any License Fees and Charges, or any other amount owed under this License (including, without limitation, amounts owed under the University Policies and Procedures or the Property Rules and Regulations, and any fine, charge, or penalty that is levied in accordance with this License (including 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, except in connection with a termination of this License pursuant to Section 7 above;
- C. You or your family members living in the Premises with you or your guests violate this License (including the Property Rules and Regulations or the University Policies and Procedures) or any addendum to it, 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 prior to the Class Commencement Date (unless prior approval has been obtained from, and arrangements made with, the Office of Residence Life in accordance with Section 3(B) above), 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 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), such as marijuana, illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- H. Intentionally Omitted;
- I. The possession, consumption, or distribution of alcohol by you or your guests in violation of this License (which includes any such violation of the University Policies and Procedures or the Property Rules and Regulations) 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 (which includes any such violation of the University Policies and Procedures or the Property Rules and Regulations) or Applicable Laws.

19. 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 and under this License, (i) collect any fine imposed by this License (including fines imposed by 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 all amounts due and payable under this License; (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, to the extent permitted by Applicable Laws, (a) if a Student, (i) prevent you from enrolling at the University and/or from obtaining grades, transcripts or diplomas, and/or (ii) result in cancellation of current class registrations and/or graduation clearance, and (b) if a non-student, result in termination of your employment with the University.

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.

20. 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.

21. 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

Office of Residence Life and University Housing
2205 4th Street NW, Lower Level
Washington DC 20059
HUreslife@howard.edu

To the Property Manager: Greystar Atlantic, LLC
999 Shady Grove Road S, Suite 600
Memphis, Tennessee 29401
Attention: Karyn Barton, Director
Email: karyn.barton@greystar.com

Notwithstanding anything set forth herein to the contrary, (a) prior to the Starting Date, all Notices to you may be sent (i) to the address you provide to the University, or if you are a Student, to the University Student Information and Registration System, (ii) by posting any such Notice to your student or resident account, or (iii) by email, and (b) on the Starting Date and through the License Term, Notices to you may be sent (i) to your Premises, (ii) by posting any such Notice to your student or resident account, or (iii) by email.

26. 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.

27. 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 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. Following completion of any pest treatment of the Unit (which may, at Property Manager's option, include one (1) full treatment and one (1) follow-up appointment), any additional concerns by Resident or further evidence of pests shall require Resident to submit an additional request through 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 any 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.

28. NO SMOKING POLICY

Resident agrees and acknowledges that the Property and the Units to be occupied have 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. Any violation of the no smoking policy as set forth in this Section (and as may be set forth in the University's Policies and Procedures and the Property Rules and Regulations) will be considered a default under this License and will subject to you to all applicable remedies hereunder (as well as any additional remedies and/or fines as may be set forth in the University's Policies and Procedures and the Property Rules and Regulations).

Resident acknowledges that, notwithstanding the foregoing, we do not guarantee or warrant that the Property will be smoke-free nor do we make any implied or express warranties regarding the air quality at or around the Property.

29. MANDATORY STUDENT HOUSING ORIENTATION

You are required to (A) attend the mandatory Student Housing orientation held at the University during the summer prior to the Starting Date, or (B) view the recorded version of the Student Housing orientation prior to the Starting Date. If you elect option (B), you shall be responsible for obtaining access to the recorded orientation via the University's website.

[EXHIBITS A, B AND C FOLLOW]

EXHIBIT A

**[Clover at the Parks]
PROPERTY RULES AND REGULATIONS**

(See following pages)

**THE FOLLOWING PROPERTY RULES AND REGULATIONS ARE A PART OF YOUR RESIDENT
HOUSING LICENSE AGREEMENT.**

Each resident (each, a “Resident”; such term includes any Resident’s permitted assignees or sublessors) at the Clover at the Parks (the “Building”) acknowledges and agrees that Resident has signed a license for the bedroom (“Unit”) for the dates indicated therein (the “License”), that the Unit is part of a suite (“Suite”) and that Resident will be occupying the Suite with other residents who have also signed license agreements for their respective Units in the Suite, or such other resident’s permitted assignees or sublessors (collectively, “Other Residents”, and together with Resident, “Residents”). Each Resident agrees to the following provisions with regard to the common areas and elements of the Suite (“Suite Common Areas).

1. Co-Living Terms

a. Resident agrees and acknowledges that these rules establish the rights and responsibilities of each Resident with a Unit in the Suite or their approved assignees/sublessors regarding the Suite Common Areas. The Suite Common Areas shall include any shared kitchens, bathrooms (that are not ensuite to bedrooms), living rooms, hallways, closets (that are not in bedrooms), balconies, or patios, and any furniture, fixtures, and appliances therein.

b. Resident agrees and acknowledges that the Suite will be used for co-living. Co-living means an arrangement by which the owner of the property (“Landlord”) rents a furnished suite to a group of Residents, where the Residents occupy and share the Suite as roommates, an arrangement which Landlord consents to but which does not negate any of the legal obligations of the Residents or the Landlord. A goal of the Residents is to create a community within the Suite, to which Landlord does not object provided Residents comply with their obligations as per the terms of the License, these rules, and applicable law.

c. Resident agrees and acknowledges that all Residents form a common household within the Suite. Each Resident has access to all parts of the Suite, except for Other Residents’ Units.

d. Resident’s obligations under Resident’s License for the Unit shall apply to the Suite Common Areas. RESIDENT AGREES AND ACKNOWLEDGES RESIDENTS ARE JOINTLY AND SEVERALLY LIABLE FOR ANY DAMAGE TO THE SUITE COMMON AREAS.

e. RESIDENT CONSENTS TO THE LEASING OF THE OTHER UNITS IN THE SUITE TO ANY OTHER RESIDENT IN THE SUITE. RESIDENT KNOWINGLY WAIVES ANY RIGHT TO KNOW THE IDENTITY OF SUCH OTHER RESIDENTS AT THE TIME OF LICENSE SIGNING AND UNTIL SUCH OTHER RESIDENTS MOVE IN.

f. Resident agrees to act reasonably and courteously in Resident’s dealings with Other Residents and to refrain from any behavior, action or inaction that Resident knows, or reasonably ought to know, will interfere with Other Residents’ ability to utilize the Suite and Other Residents’ quiet enjoyment thereof. This is a material provision of these rules.

g. Resident agrees that Resident will be in material breach of the License if (1) Resident's acts or omissions cause any other occupant to vacate the Suite; (2) Resident causes any other occupant to be unable to move into the Suite, as determined by Landlord in its sole discretion; (3) Resident does not allow Landlord/Landlord's agent to tour the Suite with prospective occupants upon reasonable prior notice; (4) Resident does not allow Landlord/Landlord's agent to access the Suite for repairs, maintenance and turnover upon reasonable prior notice or in the event of an emergency; (5) Resident occupies the Suite outside of the License term (unless extended).

h. Resident acknowledges that Landlord cannot discriminate based on marital status, disability, or any other protected class.

2. Furniture and Household Items Provided by Landlord

a. The Suite is furnished with: household furniture, kitchen utensils, and other household items ("Furnishings").

b. Residents agree to return all items provided in as good condition as when received, reasonable wear and tear excepted. Each Resident will be individually responsible for breakage or damage to any Furnishings in their Unit, and all Residents will be jointly and severally liable for breakage or other damage to any Furnishings in the Suite Common Areas unless Landlord is able to determine, in its sole discretion, that such damages were caused by a specific Resident (or such Resident's guests/invitees). Such damages will be charged to resident's account. Chipped, cracked, or burned dishes will be counted as breakage.

3. Damages

a. Resident is responsible for any damages to the Unit, Suite or Building which Landlord determines, in its sole discretion, were caused by Resident (or Resident's guests/invitees). All Residents occupying the Suite are responsible for damages to the Common Areas that Landlord is unable to determine, in its sole discretion, were caused by a specific Resident, and will be held jointly and severally liable for such damages.

4. Additional License Terms

a. Resident shall not violate any applicable law, statute, code, regulation, or ordinance that prohibits the number of combined Residents and occupants to be more than the number of Residents who have signed License agreements for the Suite, or restricts the number of people who may legally occupy a Suite of this size.

b. Subleasing is Prohibited. Resident shall not assign Resident's interests under the License or sublet the Suite or license or sublicense or permit anyone else to occupy the Suite except in express accordance with the License.

c. Resident shall not cause or permit the installation of any lock, deadbolt or other

locking device or mechanism that controls the entrance door to any individual bedroom (“Bedroom Door”) within the Suite. Resident may use previously installed locking doorknobs to lock an individual Bedroom Door. Residents shall not change or replace any such locking doorknob.

d. If Resident or any of Resident’s guests/invitees default, breach or fail to comply with the terms, conditions, rules or regulations specified herein, Resident will be deemed to have materially breached these rules and the License Agreement, and Landlord shall maintain all rights and remedies provided by these rules, the License Agreement and applicable law.

5. **Additional Rules and Regulations**

a. Resident is permitted an overnight guest up to 8 nights per month (2 nights/week). Guests must be at least 18 years of age; exceptions will be granted on a case-by-case basis.

b. Overnight guests are only permitted to sleep in Resident’s bedroom. Sleeping is not permitted in the Building or other parts of the Suite without the consent of all Other Residents.

c. Resident will not use, permit or store in the Suite anything that will invalidate any policy of insurance now or hereafter carried on the Building or that will increase the rate of insurance on the Building.

d. Resident will not: (a) store, use or permit anything in the Suite that may be dangerous to life or limb; (b) in any manner deface or injure the Building or any part thereof; (c) overload the floors of the Suite; (d) conduct any business in or from the Suite; or (e) do anything or permit anything to be done in or upon the Suite tending in any way to create a nuisance or tending to disturb any Resident in the Building, or the occupants thereof. Resident, at its sole cost, will fully and promptly comply with all government, health and police requirements, codes and regulations respecting the Suite and the goods stored therein.

e. Resident shall not bring upon, use or keep in the Suite any hazardous or toxic materials, narcotics, explosives or flammable items, pets, animals, items that may leak, spill or freeze, or any illegal or stolen substance or property except as otherwise set forth herein.

f. Resident shall not paint, display, affix, or inscribe any sign, color, advertisement or picture on the outside of the Building.

g. Resident, and Resident’s guests and invitees, shall not encumber or obstruct sidewalks, halls, passageways, exits, entrances, elevators, stairways or other Landlord areas in or about the Building. Any discarded items, litter and debris must be deposited in rubbish areas and in the manner designated by Landlord or Landlord’s agent. Resident shall not cause any unnecessary janitorial labor or services by reason of Resident’s litter, carelessness or indifference in the preservation of good order and cleanliness.

- h. Smoking, candles, incense, refrigerators, space heaters and air conditioning units are prohibited throughout the Building, except with prior written approval of Landlord. Smoking is permitted outside the Building provided it is at least 99 feet from any entryway.
- i. Hotplates, rice cookers, or other electrical kitchen appliances are prohibited in bedrooms.
- j. Resident shall not do anything that would jeopardize the security of other members/Residents or the community. Resident shall keep the Suite and Building locked at all times, and make sure its belongings are secure.
- k. Bicycles must be kept in bike storage area and kept out of hallways, stairwells and Landlord areas of the Suites and Building. Bikes found in these areas will be removed.
- l. Resident shall let other Residents get a full night's rest. Resident shall limit music that can be heard outside of his or her bedroom to before 10PM and after 7AM.
- m. Damages caused by Resident (or her/his guests or invitees) will be Resident's responsibility. Any costs resulting from damages will be billed to Resident involved. All Residents in a Suite have joint and several liability for any damage to the common areas of the Suite, including shared kitchens, bathrooms, living rooms, hallways and closets and any furniture, fixtures, and appliances therein.
- n. Resident shall not engage in disorderly, disruptive, or aggressive behavior that impairs or interferes with the general comfort, safety, security, health, or welfare of the Suite, Building, or community.
- o. Upon the termination of the term of the License, Resident shall deliver to Landlord or Landlord's agent all keys for the Suite. Resident shall not install any locks or make, or cause to be made, any additional keys for the Suite.
- p. Resident shall transport large personal items within the Building only upon or by vehicles equipped with rubber tires and shall cause such items to be carried in a freight elevator (if applicable) at such time that the Landlord or Landlord's agent shall fix. Movements of Resident's property into or out of the Building and within the Building are entirely at the risk and responsibility of Resident, and Landlord or Landlord's agent reserves the right to require permits before allowing any such property to be moved into or out of the Building. Resident shall fully cooperate with Landlord or Landlord's agent's security measures.
- q. Landlord or Landlord's agent reserves the right to make such other and further rules and regulations as in Landlord or Landlord's agent's judgment may from time to time be

needful for the safety, care and cleanliness of the Suite and the prudent operation of the Building.

r. Resident will respect the privacy of other Residents. Cameras in the shared areas are not permitted.

s. Neither Resident nor Resident's guests may use the Building or Suite to conduct or pursue any activities prohibited by law or for which Resident or Resident's guests are not authorized. Resident shall be strictly liable for the activities of Resident's guests.

t. Resident hereby agrees not to conduct any activity that is generally regarded as offensive to other people, whether written, oral or in any form or medium known or to be created. No harassment, sexual or otherwise, will be permitted in the Building and Suites. Any such harassment will be immediately reported to Landlord. If Landlord determines in its sole discretion that a complaint is justified, the offending party's License may be terminated.

u. Resident hereby agrees not to conduct any activity that may be hazardous to other persons in the Building or Suite.

v. Resident hereby agrees to refrain from any activities that may be unreasonably disruptive, including, but not limited to, acts of disorderly nature or excessive noise.

w. No weapons of any kind are permitted in the Building or Suite unless Resident is an active duty police or other law enforcement officer and has identified him or herself as such to Landlord. Possession of weapons in the Building or Suite other than by an active duty police or other law enforcement officer is grounds for immediate termination of the License.

x. No additional furniture, appliances, furnishings or decorations shall be brought into the Building or Suite, nor shall the installation of any satellite or microwave antennas, dishes, cabling, technology or telecommunications lines be permitted therein, without the prior written consent of Landlord, which such consent may be given or withheld in Landlord's sole and absolute discretion.

y. Resident shall not store personal property in the common areas of the Suite that interferes with the safety, comfort and enjoyment of the Suite by other Residents in the Suite.

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	\$1,755.00 (Per Bed per semester)
<i>Furniture</i>	N/A	Included in the License Fee
<i>Resident Amenity Fee</i>	N/A	N/A
<i>Parking Space</i>	N/A	N/A
<i>Storage Fees</i>	N/A	N/A
<i>Internet</i>	As needed	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>Bi-weekly cleaning, and household supplies</i>	N/A	N/A
<i>Water/Sewer/Gas</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. Notwithstanding anything set forth in this License to the contrary, the Application Fee is non-refundable under all circumstances and is not credited toward the payment of any License Fees and Charges.
<i>Background Check</i>	N/A	N/A
<i>Security Deposit</i>	N/A	N/A
<i>Housing Deposit</i>	One Time (at application completion)	Deposit for you to reserve your Bed after your housing assignment, which deposit is due in accordance with the guidelines set forth by the University. Housing Deposits are credited to the License Fees and Charges otherwise due and

<i>Fees, fines, or assessments related to a violation of this License</i>	payable by you under this License, and are non-refundable except as required by Applicable Law.	
	As needed	Case specific

As noted in Section 19 of this License, any failure to pay fees required pursuant to this License may cause the University to, to the extent permitted by Applicable Laws, (a) if a Student, (i) prevent you from enrolling at the University and/or from obtaining grades, transcripts or diplomas, and/or (ii) cancel your current class registrations and/or graduation clearance, and (b) if a non-student, terminate your employment with the University. Further, any failure to pay fees required pursuant to this License, shall constitute a debt to the University, may be applied to the Resident's academic account, and such repayment obligation or remedy hereunder shall survive the early termination or expiration of this License.

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, third-party payments, payment plans and financial aid. Under this License, you are obligated to pay applicable 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, alternative 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, subject to University payment application rules, 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, asset manager, or other third 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, alternative loans, and Howard University-sponsored financial aid, the University will be authorized to immediately, subject to University payment application rules, credit such amounts to License Fees and Charges, or, if the University has assigned its rights to receive such payments to an asset manager or other third 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, 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 this License and subject to all remedies hereunder.
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 notice from us of any deficiency. We have the right, to the extent permitted by Applicable Laws, 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.