

**HOWARD UNIVERSITY
RESIDENT HOUSING LICENSE AGREEMENT
(UNIVERSITY SPONSORED OFF-CAMPUS LOCATION: THE LANES AT UNION MARKET)**

PARTIES

The Howard University (the "University") has entered into an Amended and Restated Master Residential Lease Agreement (as may be amended, supplemented, and/or modified from time to time, the "Master Lease Agreement") with HH DC Property, 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 "The Lanes at Union Market", located at 400 Florida Avenue, N.E., Washington, D.C. 20002 (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 HH Red Stone Properties 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:

Bison ID Number

By: _____

Signature

Print Name

Print Name

Date

Date

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

Signature

Print Name (Parent/Guardian)

Date

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

PART I – DEFINITIONS

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

Academic 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, Entrata, 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 obligations relating to the payment of your License Fees and Charges. You are not liable for any of your fellow residents' obligations to pay their License Fees and Charges.

22. GENERAL

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

23. SAFETY

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

B. The Property Manager and Property Owner may furnish and utilize security cameras throughout the Property. Any installation, use, and/or maintenance of security cameras shall be at Property Manager's and Property Owner's discretion. Property Manager and Property Owner may discontinue the installation, use, and/or maintenance of any such items provided at any time without notice to you.

C. To promote the safety and well-being of all Residents, permitted family members, and guests, Residents, permitted family members, and their guests may not engage in, or threaten to engage in, any conduct that causes (or could reasonably be expected to cause) serious physical injury or harm to any person on or about the Property, including participation in any physical altercation. Any individual who violates this provision will be subject to fines set by the University and, for the avoidance of doubt, Residents will be responsible for any fines imposed as a result of the conduct of their family members and guests.

24. PHOTO RELEASE

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

25. METHOD OF NOTICE

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

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

To the Property Manager: HH Red Stone Properties LLC
Leasing Office

400 Florida Avenue, NE
Washington, D.C. 20002
Attention: Ying Wang
Email: thelanes@hhredstone.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

**[The Lanes at Union Market]
PROPERTY RULES AND REGULATIONS**

(See following pages)

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

BUILDING RULES AND REGULATIONS

COMMUNITY POLICIES AND RULES

These Community Policies and Rules are made part of the Amended and Restated Master Residential Lease Agreement ("**Agreement**") effective as of July 1, 2025, and is between **HH DC Property, LLC** ("**Owner**") and **The Howard University** ("**Howard**"), and is or will be incorporated into each Resident Housing License Agreement entered into under the Agreement and binding on the residents who are parties thereto (collectively and individually "**Residents**"), for the premises at 400 Florida Ave. NE. Washington, DC 20002 (the "**Premises**"), which is located within The Lanes (the "**Residential Community**"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of these Community Policies and Rules vary or conflict with the terms and conditions of the Agreement, the terms and conditions of these Community Policies and Rules shall control.

The Lanes strives to make your living experience in our community pleasant and comfortable. The following policies and rules were designed for your comfort and convenience, as well as that of your neighbors. Residents are responsible for reviewing all policies and rules with all household occupants and guests. Please take time to thoroughly review these Community Policies and Rules as it governs the use of the Premises, Residential Community, its equipment and facilities. "Premises" as used in the Community Policies includes not only the occupied living space, but all of the land and improvements including any parking lots, driveways and common areas privately owned by the Owner and generally referred to as the Community.

Property Telephone#: (771) 210-5222	Emergency Maintenance#: (771) 210-5222
Property Address: 400 Florida Ave. NE. Washington, DC 20002	Property E-mail Address: TheLANES@hhredstone.com
Usual Office Hours: Monday to Friday: 9 am-6pm	

SECTION A: PROPERTY/MOVE-IN INFORMATION

BUSINESS: Residents shall not use the Premises or permit the Premises to be used for any business purpose, without the prior written consent of Owner or as allowed by law.

EXTENDED ABSENCES: Residents should advise Owner of any planned absence for an extended period of time.

MAIL AND NEWSPAPERS: Only authorized Residents are to receive mail at the Community. All mail must contain the full address of your residence, which includes the number of the Premises as well as the building number - if applicable. Unwanted or "throw-away" advertising should be disposed of properly.

MOVING HOURS: All moving is to occur **Monday-Friday: 9am-5pm**, and the service elevator, if one is available at the Residential Community, is to be used to move any objects of furniture, beds, appliances, carpets and any other large objects that are not permitted on the passenger elevator. Owner must be notified in advance of any moving to schedule the time and date of such move.

PARCELS/PACKAGES: Residents are responsible for making arrangements for parcel delivery that does not fit in the provided mail receptacle. This includes parcels from UPS, Federal Express, U.S. Postal Service or other mail and delivery services.

PREMISES INSPECTION: Each new Resident has confirmed in writing the condition of the Premises on the Move-in/Move-out inspection form. This form is designed to record the condition of the Premises at the time of move-in and to help determine the final disposition of the security deposit after terminating residency. Periodically, Owner may enter each Premises to check the smoke and/or carbon monoxide detector(s), replace the air conditioner/heater air filter, and to properly maintain the equipment in the Premises. Residents will be notified of the inspections with a written notice **24 hours** in advance. Inspection will be conducted during reasonable business hours. Upon vacating, Residents are entitled to an inspection of the Premises to assess move-out charges.

QUIET HOURS: Quiet hours are established to be respectful of your neighbors. Residents shall not make nor permit any disturbing noises in their Premises or on the grounds of the Community. Quiet hours apply to but are not limited to **All residents and guests between the hours of 10pm and 8am**. Residents are responsible for the actions of all household members, invitees, and guests. Radio, television, record players, musical instruments, or any other noise producing device shall not be played or permitted to be played so as to disturb neighbors during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances shall not be operated during quiet hours.

SPECIAL PROVISIONS: Violators will be fined at \$100 per occurrence. Host residents are responsible for their guests' fines.

SECTION B: USE OF PREMISES

ALTERATIONS OR ADDITIONS: Residents shall not make any alterations or additions to the Premises. If any repairs, alterations or additions are necessary, Residents shall notify Owner in writing. Residents shall make no repairs, alterations, exterior alterations including, but not limited to, posting of signs, flags, plants on ledges and wind chimes, additions to the dwelling structure inside or out without first obtaining written consent from Owner. American flags may be displayed within the laws of the state and proper flag etiquette. Interior alterations include but are not limited to, changing light fixtures, painting, hanging wallpaper, etc.

BARBECUES: Unless included with the Premises as an existing fixture or appliance, due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the premises or on patios, balconies or breezeway areas. Any use of open flame is prohibited including but not limited to barbecues and torches.

OUTWARD APPEARANCE: Alterations that affect the outward appearance of the Community, such as installing personal window coverings, foil on windows, towels, blankets or clothing draped over balconies or partitions, are not permitted. Signs or advertising materials will not be permitted to be posted except for political signs as addressed in your lease. No foil, sign advertisements, poster, or similar display, shall be affixed to any door, window or exterior wall, that may be visible from the outside of the building by other residents.

SMOKE/CARBON MONOXIDE DETECTOR: A smoke detection/carbon monoxide device has been installed in each Premises. Residents acknowledge the smoke/carbon monoxide detector(s) was/were tested and its operation demonstrated by the Owner in the presence of Residents at the time of initial occupancy and the detector(s) in the Premises was working properly at that time. By initializing as provided, each Resident understands that said smoke/carbon monoxide detector(s) and device is a **hard-wired with battery backup unit** and it shall be each Resident's responsibility to: 1) ensure that the battery is in operating condition at all times; 2) replace the battery as needed (unless otherwise provided by law) -- a periodic "chirping" usually means the battery is in need of replacement; and 3) if, after replacing the battery, the smoke/carbon monoxide detector(s) does not work, inform the Owner Representative immediately in writing. Residents shall perform the manufacturer's recommended test to determine if the smoke/carbon monoxide detector(s) is/are operating properly at least once per month. Resident must inform Owner immediately in writing of any defect, malfunction or failure of any detector(s). Residents are not to disable the smoke/carbon monoxide detector for any reason. Disabled smoke/carbon monoxide detector puts life at risk. REMOVING OR TAMPERING WITH A SMOKE/CARBON MONOXIDE DETECTOR(S) will be considered cause for termination of residency. Residents will be assessed a charge of **\$100.00** for tampering with or removing the smoke/carbon monoxide detector.

SPRINKLER SYSTEMS: The Premises you occupy may be equipped with an automatic sprinkler system. Residents agree to use caution when moving furniture and avoid hanging objects or clothes from the sprinkler heads. A simple depression of the sprinkler head will result in a total draining of the water from the sprinkler system. Do not hang clothing, hangers or other objects from the sprinkler heads. Residents will be held liable for all damages to the Premises, flood clean up and personal property damage caused by triggering the sprinkler system by improper use or damage.

1. The Premises **does** have a fire sprinkler system.
2. The Premises **does** have a fire alarm system.
3. The Premises **does not** have an emergency notification plan for its occupants. The emergency notification plan, if any, has been provided to Residents.
4. The Premises **does not** have an emergency relocation plan. The emergency relocation plan, if any, has been provided to Residents.
5. The Premises **does not** have an emergency evacuation plan. The emergency evacuation plan, if any, has been provided to Residents.

SECTION C: CARE OF EQUIPMENT AND PREMISES

Cabinet Care: Cabinet surfaces can last anywhere from 10 to 15 years with proper care and maintenance. The following guidelines should be used to maintain your cabinets;

1. Clean the finish with a damp cloth/sponge etc. Please do not leave soap on the top of the surface and dry thoroughly.
2. Do not use acidic or abrasive cleaners or oils on the cabinets.
3. Do not use abrasive scrubbing pads, as this will scratch and dull the surface.
4. All chemicals must be kept away from the finish. These chemicals include but are not limited to cosmetics, hair dyes, perfumes, which may stain or otherwise mar the finish. Introduction of any of these chemicals onto the finish would be considered damage and the cost of replacement will be Residents' responsibility
5. No stick on contact paper is to be applied to any shelves or drawers.

Drains: Proper use of the plumbing fixtures and drain systems is essential to prevent clogs and back up. Do not dispose of leftover grease or cooking oil down sink drains. Do not flush non-flushable items such as paper towels, rags, tampons or other

feminine sanitary products, condoms, diapers, wipes or Q-tips in toilet. Preventing water back up of any kind will avoid damages to your personal belongings and the Premises. Residents will be charged for costs due to improper disposal of items that results in drain clogs.

Emergency Water Shut-Off: If you need to turn off your water supply quickly, you will find a shut-off valve for the bathroom and kitchen in the cabinet below the sinks. The toilet shut-off valve is located underneath the toilet tank.

Equipment: The Premises is provided with **Refrigerator, Stove/Oven, Dishwasher, and Washer/Dryer.** Residents assume responsibility for any misuse of this equipment. Owner will assist with any questions as to the procedures for proper operation of the equipment. No personal dish-washing machine, clothes washing machine, clothes dryer or other large appliance is permitted in the Premises without prior written consent of Owner. Residents agree to utilize washers provided by the Community within the specifications of the manufacturer. Residents will not overload the washer. Residents agree to immediately inform Owner of repair needs. Residents understand that over a period of time, washer hoses can loosen or come free. Residents agree to regularly check hoses to make sure they are secure.

Laminate Care:

1. Residents will use care in the maintenance and cleaning of the laminate floor.
2. Place rugs or floor mats on heavy traffic areas to avoid excess wear and tear.
3. Place doormats on both sides of outside entrances.
4. Never wax, polish, use soap, scouring powder products, steel wool, abrasives, sand, or lacquer your laminate floor. Do not seal the floors after installation.
5. Never use a steam cleaner.
6. Occasionally vacuum or sweep to eliminate loose dust and debris.
7. Wipe soiled spots with a cloth dampened with clean water or laminate floor cleaner. Make sure the cloth is thoroughly wrung out. Never flood the floor with water or cleaner.
8. After damp cleaning, dry the floor thoroughly with a clean cloth.
9. To remove tough stains:
 - a) Begin with using a clean white cloth for wiping up stains, and turn it frequently to avoid spreading the stain.
 - b) Rinse with clean water and allow area to dry between procedures.
10. To remove juice, wine, grease, chocolate:
 - a) Dampen a rag with floor cleaner or warm water and mild detergent and spot clean.
11. To remove cigarette burns, asphalt, shoe polish, paint, crayon, ink, dried foods, nail polish:
 - a) Dampen a rag with alcohol or nail polish remover and spot clean
12. To remove candle wax, chewing gum:
 - a) Allow to harden and gently scrape with a plastic scraper.

Lighting Fixture: When replacing light bulbs, always check the correct amount of wattage. Installing a light bulb with improper wattage can be a fire hazard. Replacement of all bulbs within your Premises is your responsibility after move-in.

Locks: Residents shall not alter any lock or install a new lock or knocker on any door of the Premises without the written consent of Owner, and if installed, they shall not be removed. In such case consent is given, Residents shall provide Owner with a key or code for the use of Owner, pursuant to Owner's right to access to the Premises. Locks or chains must be left in place when Residents vacate. Should a resident require a lock change, a charge of **\$250.00** will be charged to the Resident. Residents locked out after office hours will be charged a fee of **\$250.00** to have their door opened, or Residents may call a locksmith at Residents' expense to open the door. **PROPER IDENTIFICATION IS REQUIRED!**

Patios: Residents shall not sweep, shake dust mops, or throw anything out of windows or onto patios. Residents may not hang laundry, clothing, towels, or bedding on balcony railings or windowsills. Residents are responsible for keeping their patio area cleaned, neatly arranged and free from unsightly or unused items. Patio areas are not considered storage areas. Personal patio furniture must be kept on private patios or balconies. Planting of flowers is permitted only in the fenced-in areas of private patios and on balconies.

Toilets: Water saving toilets may have been installed in your unit. Hold the handle down until you hear the water fully released. Partial flushes may cause overflow. If the water level starts to overflow, immediately shut off the valve at the base of the toilet and plunge. Residents are responsible for trying to clear toilet stoppages. If a stoppage is caused due to Residents misuse the cost of the repair will be billed to the Residents.

Windows and/or Screens: Residents are responsible for the safety of all members of Residents' household or guests in the use and opening of windows. Be aware of the danger of falls from windows. Keep your windows closed and locked when small occupants are around and no adults are around to supervise. When opening windows for ventilation, open windows that a small occupant cannot reach. Keep furniture away from windows. Move chairs, cribs, beds and other furniture away from windows. Window screen will not prevent a fall from a window. Residents must not remove or tamper with screens. Screens which have been removed will be charged to the Resident an installation fee of **\$100.00** plus the actual cost of the damaged or missing

screen. Residents acknowledge all screens are intact and in good condition upon taking occupancy. Window screens found on the ground will be placed back in the window and a labor charge assessed to the Residents. Residents shall be responsible for replacement and/or repair of windows and/or screens damaged or removed by Residents, members of Residents' household or guests.

FACILITIES AT THE RESIDENTIAL COMMUNITY

Use of Facilities: All facilities provided by Owner are provided as a gratuity and are not a part of the Resident Housing License Agreement, and that Owner reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior notice to Residents and that any such action by Owner shall not constitute a claim by Residents of any breach of Resident Housing License Agreement by Owner, nor be a basis for any reduction in rent or early termination of the right to occupy the Premises.

Fitness Center: Fitness Center hours may change without notice at any time. Fitness Center hours are **24/7**. Access to the fitness center is available by use of an amenity.

1. Conduct of all persons using the Fitness Center must be professional, courteous and quiet.
2. Thank you for keeping voice levels low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players require the use of headphones.
3. Refreshments other than a sports top water bottle are not allowed. Alcohol is not permitted.
4. Residents understand that the use of fitness equipment is unsupervised. Residents agree the use of the equipment is at their own risk. Persons with health concerns should consult a physician prior to using the fitness equipment.
5. For the safety of all persons, no one under the age of **16** years of age should use the fitness equipment without an adult in attendance.
6. Loitering in the Fitness Center is not allowed. Persons in the Fitness Center must be utilizing the provided equipment.
7. Use of the Fitness Center is for residents only. Please limit use of equipment to **30 (thirty)** minute intervals.
8. Please report any malfunctions with the fitness equipment to an Owner representative at the rental office immediately.
9. Privileges for use of the Fitness Center may be terminated by Owner for failure to comply with the Fitness Center Policies or abuse or damage to the equipment.

Outdoor Grill: Outdoor grill hours may change without notice at any time. Outdoor grill hours are **9am-5pm**

1. Residents must finish grilling 30 minutes prior to the closing time to allow the grill to cool.
2. The grill is **gas**. Use of charcoal or lighter fluid will damage the grill.
3. Residents are responsible for cleaning the grill including any applicable racks, grates, lids, adjacent burners, grease baskets or exterior finishes. Failure to properly clean grill and BBQ area will result in a minimum **\$300.00** cleaning charge.
4. Resident(s) will be responsible for any damages that may occur.
5. Any issues with the grill malfunctioning must be immediately reported to the Owner.

SECTION D: PREMISES SERVICE

EMERGENCIES: Emergencies affecting the Premises should be promptly reported to Owner. Please report emergencies occurring after office hours to the emergency number and leave a message with the answering service, pager system, on call personnel, etc. Residents are not authorized to call any service companies on their own. Owner will not be responsible for charges incurred for services not authorized by Owner.

MAINTENANCE/SERVICE REQUESTS: Residents are responsible for notifying Owner when maintenance or repair work needs to be performed in the Premises. Requests for maintenance and repairs may be submitted by one of the following methods:

1. By going to the Owner's office during normal working hours, and completing a "Service Request" form.
2. Call the Owner's office during normal business hour to report a service request. Service requests can also be submitted by email, resident portal, or online maintenance system.
3. All non-emergency requests for repairs will be handled during normal business hours.
4. Employees cannot enter the Premises to make repairs if there are persons under 18 years of age in the home without a responsible adult present. Service technicians may also elect not to enter the Premises in the presence of an unattended animal.
5. Scheduled appointments will be addressed in an **8 hour** window.
6. Maintenance work performed due to neglect, abuse, misuse or direct fault of Residents, household occupants or guests will be billed to the Residents. This includes service work on garbage disposal and plumbing fixtures due to improper use and Residents caused clogging.

SEWER STOPPAGES: The sewer system is adequate to handle all normal waste, but the system will not handle disposable diapers, feminine products or other such refuse. Addition of toilet cleansing tabs can cause stoppage. Stoppages resulting from

alterations to equipment, addition of a deodorizer or other action or inaction by the Resident, will be cleared at the Residents' expense.

UNSAFE CONDITIONS: Residents agree to report immediately to Owner any accident, injury, damage or loss, or need of service or repairs to water or gas pipes, electrical wiring, drains, toilets, fixtures, or any other property or equipment covered by the Resident Housing License Agreement, including all breakage, damage, or loss of any kind, including but not limited to, water intrusion, water leaks or moisture problems of any kind, damage from overflow of water from sinks, bathtubs, toilets, or other basins. Residents further agrees to immediately notify Owner of unsafe conditions in the common areas and grounds of the Premises which may be a threat to health and safety or lead to damage or injury. Owner has the right to enter the Premises if Owner believes an emergency exists. The following service needs constitute a non-exclusive list of potential emergencies:

1. Main drains stopped up (kitchen, bath, shower) causing flooding or back-up
2. Stopped up toilet (one bathroom premises)
3. Electrical power outage in entire Premises
4. Water leaking from water heater
5. Water leak from plumbing lines, windows, ceilings, or utility rooms causing flooding or damage
6. Exterior flooding from sprinkler systems or pool
7. Water which is running and cannot be shut off
8. Broken window where the Premises is not secure
9. Door or code locks which will not function and the Premises is not secure
10. Malfunctioning or disabled smoke/carbon monoxide detectors.
11. Fire (Call 911 first)
12. Calls made after office hours that are not deemed emergencies may result in a charge to the Resident.

SECTION E: HOUSEKEEPING

HEALTH & SAFETY: Residents agree to comply with all obligations imposed upon Residents by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards.

HOUSEHOLD ODORS: Residents acknowledge that odors caused by cooking or use of strong chemicals or from any other source should not interfere with other residents' rights to the quiet enjoyment of the Premises. Residents agree to utilize proper fans and ventilation when cooking. Owner will make all reasonable efforts to minimize a disturbance but due to close proximity of living it is not possible to prevent such odors completely.

PEST CONTROL: Residents shall report the need for pest control to Owner in writing. Residents agree to cooperate with the pest control service and abide by guidelines given by the pest control service or Owner. State Codes may require notification of chemicals to be sprayed and days of services.

MOISTURE PREVENTION: Moisture problems must be prevented and treated immediately to prevent mold. Proper ventilation is essential for preventing mold. If you should have mold develop on windows, walls or ceilings, or a musty odor is present in the carpeting, report these conditions to Owner immediately. To prevent moisture buildup, utilize stove and bathroom vent fans and leave on until steam is gone. Condensation, which develops on windows from indoor moisture, must be wiped down immediately including the window tracks. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home. Report any running or dripping faucets, plumbing leaks, roof leaks, discoloration of walls or water intrusion immediately to the rental office.

STANDARDS: Residents shall keep the interior of the Premises clean according to good housekeeping standards. This includes maintaining all utility services. Residents will assume full responsibility for keeping their patio, entry doors, entrance walkways, porches, patios and balconies area cleaned, neatly arranged and free from unsightly or unused items. Residents shall keep the Premises and such other areas as may be assigned for Residents' exclusive use, including but not limited to, the Premises fixtures, appliances, entry doors, windows and screens, sidewalks, parking space(s) and grounds, in a clean, safe and sanitary condition.

STORAGE: Garbage cans, bottles, brooms, mops, toys, bicycles, fitness equipment, cardboard boxes, household furniture, and similar personal property are to be kept inside the Premises or appropriately designated storage areas and out of view. Patios and/or balconies are to be used for patio furniture only. Areas located outside front doors or on stairway landings are part of the common area and cannot be used for storage.

TRASH: Residents shall deliver and place all garbage and trash in proper bins at designated locations. If the bin you normally use is full, please use another bin. To maximize available space, please break down large objects such as cardboard boxes. Trash bins and/or enclosures are NOT to be used for large items such as furniture, etc. Removal of large items, such as furniture, from the Premises is Resident's responsibility. Residents will be charged the costs to remove any large items placed in the trash

enclosures or bins. Residents are responsible for any/all unacceptable items placed in the trash receptacles, such as; toxic waste or other possible harmful items. Residents will be assessed a charge of **\$100.00** for the clean-up of any garbage or trash not properly disposed. Caution must be taken not to put any flammable material in garbage. Garbage and trash may not be left in hallways or stairwells.

UNIVERSAL WASTE: Disposal of universal waste is prohibited in general trash receptacles in the Community. Disposal of universal waste in the trash receptacles by Residents may result in a fine for Owner, and therefore will be deemed a violation of the Resident Housing License Agreement. Universal waste includes electronic devices (televisions, computer monitors, computers, printers, VCRs, cell phones, telephones, radios and microwaves), common batteries (AA, AM, C Cells, D cells and button batteries), Fluorescent Tubes and Bulbs and Other Mercury-Containing Lamps (fluorescent light tubes and bulbs, high intensity discharge (HID), metal halide, sodium and neon bulbs), Mercury added Novelties (greeting cards, athletic shoes and mercury maze games), Non-Empty Aerosol cans (aerosol cans can be flammable).

WALKWAYS: Residents shall not store nor allow any personal household property outside the Premises in a manner that may be detrimental to the appearance of the premises or interfere with free passage upon any street or sidewalk in the Premises. Walkways are for pedestrian use. No bicycling, roller skating or in-line skating, skateboarding, coaster riding, drawing with chalk, etc., is allowed on walkways.

SECTION F: SUPERVISION OF HOUSEHOLD MEMBERS, VISITORS/GUESTS

SUPERVISION: Residents agree that Residents are responsible for the conduct of any member of their household, visitors and guests, and agree to pay for any damage to the Premises caused by members of the household or guests.

SECTION G: CONDUCT

ACTS OF VIOLENCE: Residents or members of the household or guests shall not engage in any acts of violence including but not limited to the display of, brandishing, or using in a threatening manner, any dangerous weapons or objects in or about the Premises. Residents shall not keep or use on or about the Premises or project any explosive, flammable, or repellent device, or otherwise dangerous device, and to take every care and precaution to prevent fires.

ALCOHOL/PUBLIC INTOXICATION: Residents shall not engage in, and Residents shall take reasonable action to prevent all members of Residents' household and guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets of the Community, or in vehicles parked or moving on the Community.

FIREARMS: Certain acts are considered to be contrary to the safety, well being, peace, and enjoyment of the other residents of the Residential Community, including, but not limited to, carrying or exhibiting firearms in common areas of the Residential Community (except as required by law or job necessity). Therefore, such acts are prohibited under these Community Policies and Rules and the Resident Housing License Agreement. Furthermore, Residents, any member of their household, occupants, guests, invitees, or other persons under the control of Residents shall not unlawfully use or discharge firearms on or near the Premises or common areas.

ILLEGAL ACTIVITY: Residents, any member of the Residents' household, or a guest or other person under the Residents' control shall not engage in illegal or criminal activity, nor in any act intended to facilitate illegal or criminal activity, including gang or drug-related illegal or criminal activity, on or near the premises. Residents, all members of the Residents' household and guests shall not engage in the manufacture, sale, or distribution of illegal drugs or be under the influence of any controlled or illegal substance at any location, whether on or near the premises or otherwise, nor permit the Premises to be used for, or to facilitate, any illegal or criminal activity. While the usage of marijuana may have been legalized in many jurisdictions, for the purposes of this Lease and any Addenda thereto, the sale, manufacturing, purchasing, smoking, vaping, and aerosolizing of marijuana is prohibited as if the same were an "illegal activity." Any marijuana-related activity is similarly prohibited to the extent Owner may prohibit the same.

LOITERING: Residents, household members, or guests shall not loiter outside the Premises, after **10:00 p.m.** Residents shall conduct themselves, and cause other persons who are on the Premises with their consent to conduct themselves in a manner, which will be conducive to maintaining the Premises in a decent, safe, and sanitary condition; and to promote the quiet enjoyment of the premises for all residents. Residents will not make, or cause to be made, or permit any disturbance or loud noises in or on the premises, street, or common areas.

NOISE: Residents, household members and guests shall not make or allow to be made any disturbing noises upon the Premises by Residents, household members or guests, etc., nor permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Residents. Residents, household members and guests are advised to take care when approaching and leaving their Premises during the quiet time, **between the hours of 10 pm and 8 am** and to show consideration of other residents at all times. Residents shall not play upon or allow to be played upon, any musical instrument or operate or allow to be operated audio equipment, radio, or television in or on the premises **between the hours of 10 pm and 8am**, if the same shall disturb or annoy other occupants of the Community.

THREATS/OFFENSIVE CONDUCT: To assist in ensuring the safety and quiet enjoyment of all Residents, household members and guests shall not engage in offensive conduct or language on or about the premises. Residents, all members of the Residents' household and guests shall not cause or threaten to cause serious physical injury to another person on the premises, or be involved in a fight while on the premises; commit abuse upon any person on the premises, and will abstain from any activity which impairs the physical or social environment of the premises.

SPECIAL PROVISIONS: Violators will be fined at \$100 per occurrence. Host residents are responsible for their guests' fines.

SECTION H: NO-SMOKING POLICY

NO-SMOKING POLICY. All forms of smoking inside the Premises, or any apartment, building, or interior of any portion of the Residential Community is strictly prohibited. Any violation of the No-Smoking Policy is a material violation of these Community Policies and Rules and the Resident Housing License Agreement. The prohibition on smoking of any tobacco products extends to Resident, Resident's guests, and all other persons affiliated with Resident, while present on or in any portion of the Residential Community. The No-Smoking Policy and rules extend to, but are not limited to, the following: apartments, building interiors and hallways, common areas, management and leasing offices, and all other spaces in the interior of the Residential Community. (Smoking of non-tobacco products which are harmful to the health, safety, and welfare of Owner, Owner's Agents, or other residents, is also prohibited by these Community Policies and Rules and other provisions of the Agreement inside any apartment or building.)

DEFINITION OF SMOKING. "Smoking" refers to any use or possession of any lighted, burning, or ignited cigar, cigarette, pipe, or other tobacco-related products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of any lighted, burning, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

LIABILITY FOR DAMAGES AND COSTS. Resident will be responsible for payment of all damages and costs to the Premises, other apartments, or any other portion of the Residential Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by Resident, Resident's guests, and all other persons affiliated with Resident. Resident acknowledges that any damages or costs Owner incurs related to repairs, replacement, and cleaning due to smoking or due to violation of the No-Smoking Policy are not considered normal wear and tear. Resident will also be liable for any financial damages or other losses suffered by Owner due to smoking or smoke-related damages caused by Resident, Resident's guests, and all other persons affiliated with Resident.

NO GUARANTEE OF SMOKE-FREE ENVIRONMENT. Resident acknowledges that, while Owner adopts a no-smoking policy, Owner does not guarantee or warranty Resident's health or the smoke-free condition of the Premises or the Residential Community. Owner makes no implied or express warranties that the Premises or the interior of any portion of the Residential Community will have higher air quality standards than any other areas. Resident understands that the success of Owner's efforts to make the Residential Community smoke-free is dependent on voluntary compliance by Resident and others.

VIOLATION OF NO-SMOKING POLICY. Resident acknowledges and agrees that Owner has the right to terminate the Agreement or right of occupancy of the Premises for any violation of the No-Smoking Policy. Violation of any of the provisions of these Community Policies and Rules will be deemed a material violation of the Resident Housing License Agreement.

THESE COMMUNITY POLICIES ARE A PART OF YOUR RESIDENT HOUSING LICENSE AGREEMENT.

EXHIBIT B

LICENSE FEES AND CHARGES SCHEDULE

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

<i>License Fees and Charges</i>	<i>Charge Timing</i>	<i>Charge Amount</i>
<i>License Fee</i>	Each Semester	\$1,755.00 (Per Bed per semester)
<i>Resident Amenity Fee</i>	Monthly	Included in the License Fee
<i>Parking Space</i>	Monthly	Per separate agreement with Property Owner/Property Manager
<i>Storage Fees</i>	Monthly	Per separate agreement with Property Owner/Property Manager
<i>Internet</i>	As needed	A fixed amount is included in the License Fee.
<i>Electricity</i>	As needed	A fixed amount is included in the License Fee, the University may bill the Resident's account separately for any excess charges
<i>Laundry</i>	As needed	A fixed amount is included in the License Fee for ten (10) cycles per month (wash/dry) / sixty (60) cycles per semester (or thirty (30) loads). Excess charges will be paid by Resident directly.
<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>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 payable by you under this License, and are non-refundable except as required by Applicable Law.
<i>Fees, fines, or assessments related to a violation of this License</i>	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.