

**HOWARD UNIVERSITY
RESIDENT HOUSING LICENSE AGREEMENT
(UNIVERSITY SPONSORED OFF-CAMPUS LOCATION: VIE TOWERS)**

PARTIES

The Howard University (the "University") has entered into a Master Lease Agreement (as may be amended, supplemented, and/or modified from time to time, the "Master Lease Agreement") with Vie Towers Manager, 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 "Vie Towers", located at 6515 Belcrest Road, Hyattsville, Maryland 20782 (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 Vie Management Company, 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: Vie Management Company, LLC
c/o Vie Towers Manager, LLC

6515 Belcrest Road
Hyattsville, Maryland 20782

Offit Kurman, P.A.
Attention: Letecia Rollins, Esquire
1954 Greenspring Drive, Suite 605
Timonium, Maryland 21093

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

**[Vie Towers]
PROPERTY RULES AND REGULATIONS**

(See following pages)

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

**VIE TOWERS
PROPERTY COMMUNITY RULES AND REGULATIONS**

These rules are subject to change, including but not limited to the addition of rules. Rule changes shall be posted or otherwise conveyed to Resident.

Resident is responsible for any and all liability and damage of any kind or nature whatsoever that result from or are related to Resident's non-compliance with the rules set forth in this Resident Housing License Agreement, including, without limitation, this Exhibit.

Resident is responsible for informing Resident's guests, invitees, family and licensees (collectively, "Guests", with any one such person being a "Guest") of all rules and ensuring Guests' compliance therewith. Resident will be held responsible for any damage, liability, injury or claim caused by a Guest's non-compliance therewith. Resident hereby holds harmless and indemnifies the Landlord, Master Tenant and Management Company, and their affiliates, directors, officers, shareholders, partners, employees, team members, contractors, agents, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which result from or are related to a Guest's non-compliance therewith.

REQUESTS, REPAIRS, AND MALFUNCTIONS. Resident shall promptly report, signed and in writing, all repairs, installations, service, and security related matters which need to be made to the Premises to the Management Company at the Management Company's onsite office (except in the case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress and other emergency or urgent items, in which case Resident should call 911 if appropriate, and then call the Management Company at (301) 779-2727 to report such matters). Resident shall immediately notify the Management Company in writing of water leaks, mold, rodent infestation, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety, by calling the above telephone number. Utility lines and/or equipment serving the Community may be installed, repaired or otherwise worked on during the Term. Resident may need to be moved during the Term in order for work to be performed and/or to avoid property damage. Utility service may be temporarily interrupted due to repair or other work, repair and other interruptions.

Resident shall be liable for and shall pay all costs and expenses for damages and repairs to the Premises or the Community (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets, and doors; and reasonable charges of overhead, administrative costs, and expenses) caused by Resident's or any Guests' use or occupancy of the Premises, abuse, negligence, willful misconduct or carelessness.

Resident shall immediately report to the Management Company all acts of vandalism and damage to the Premises or other areas of the Community.

ANIMALS; PETS. No animals or pets are allowed. If a pet is located within Resident's Bed Space Resident will be required to immediately remove the animal or pet and a penalty of \$500 will be assessed against Resident. Resident must submit a request for reasonable accommodation to maintain an emotional support in the Bed Space or Unit to the Master Tenant and Management Company. Resident must obtain approval from Master Tenant and Management Company before bringing an emotional support animal into the Unit.

MAINTAIN ORDER; NOISE; ODORS. Resident shall at all times maintain order in the Premises. All radios, television sets, stereo equipment, any band instruments and any other items that may cause noise shall be turned down to a level of sound that will not annoy or interfere with other residents of the Community. No music lessons, either vocal or instrumental, shall be permitted on the Premises at any time. Resident shall not permit any offensive noises or odors to originate from the Premises at any time. Smoking (including vaping) is only permitted in designated smoking areas within the Community (if any). Smoking is not allowed in the Premises. Resident will not make, permit or facilitate any unseemly or disturbing noises, threatening or violent conduct by the Resident, Resident's family, employees, agents, guests and/or invitees; nor do, permit or facilitate any illegal, improper, objectionable, undesirable or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other residents or Management. Resident will not permit to enter the Premises or to remain

therein any person of bad or loose character or of improper behavior.

ILLEGAL DRUGS: If Resident, Resident's visitors and/or guests engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Resident will be deemed to have substantially and materially breached this License with such breach being grounds to terminate Resident's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802 (6), as amended) or of a "controlled dangerous substance" as defined in Section 5-101 of the Criminal Law Article of the Annotated Code of Maryland, or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a controlled dangerous substance or controlled substance.

OCCUPANCY, ASSIGNMENT & SUBLETTING: Resident shall occupy the Bed Space as a private residence only, and no person (including family members, guests, visitors, invitees or Occupants) may use the Premises for any business, trade, or profession. Short-term or long-term rentals, such as through Airbnb, VRBO, or Craigslist, of all part of the Bed Space and Unit is strictly prohibited and shall constitute a material and substantial breach of this License. Resident will not assign this License, or sublet said Bed Space or Unit, or any part thereof, nor permit the Bed Space or Unit to be occupied by anyone other than Resident without the prior written consent of the Master Tenant and Management Company, which consent may be withheld in the sole and absolute subjective discretion of the Master Tenant and/or Management Company, nor use or permit the Premises to be used for any purpose other than that of a private dwelling.

TRASH: All trash and garbage shall be placed in the sanitary containers in locations designated by the Management Company. Resident agrees to place trash and refuse directly into such trash receptacles or dumpsites and not leave refuse in the units or in the Community areas, hallways, breezeways, or similar places. The Resident's account will be assessed a fee of \$150.00 per bag of trash for all trash that is not disposed of in the appropriate trash receptacle or that must be removed. Cigarette butts found near or around patios/balconies and entry doors will be assessed a trash fine of \$2.00 per cigarette butt. Management Company shall have the right to impose other reasonable charges for the violation of this provision as well as for any littering by Residents.

ADDITIONAL RULES. Resident shall follow all rules posted by the Management Company or otherwise conveyed to Resident.

OBSTRUCTIONS; BICYCLES. Resident shall not obstruct or use the driveways, sidewalks, courts, entry passages, stairs, breezeways, courtyards, or halls for any purpose other than reasonable ingress and egress. Resident shall not obstruct the driveways, sidewalks, courts, entry passages, stairs, breezeways, courtyards or halls. Resident shall not hang bicycles from the ceiling or wall of the patios or balconies or the interior of the Premises. Bicycles shall not be ridden in the hallways, balconies or breezeways. Resident shall not obstruct windows or doors.

WINDOWS. If blinds or screens are provided, then such items shall not be removed by Resident. Any window treatment installed by the Resident shall have a white backing, and shall be removed by Resident at the end of the Term, and any damage related to any such installation and removal shall be repaired by Resident at Resident's expense. The use of unsightly materials on windows is prohibited. Resident shall not throw anything out of the windows, patios and doors. Resident shall not leave windows or doors open during inclement weather.

LOCKS, KEYS, REMOTES, ACCESS CARDS: Locks shall not be changed or added at the Premises without prior written consent of the Property Owner. If Resident changes a lock with the Property Owner's consent, Resident shall provide Property Owner with a key to said lock. A service charge of \$50.00 will be paid by Resident to change a lock. If Resident requests Property Owner to unlock Resident's Unit after hours, Resident shall pay a minimum fee of \$75.00 which will be due and payable at time of service. If this service is not available at the Community and it is necessary for Property Owner to employ a locksmith, the Resident shall be responsible for all locksmiths' charges. All Unit, Mailbox, Bedroom, and other keys, remote control devices, and access cards must be returned to Property Owner upon vacating the Premises or Property Owner will impose reasonable charges. Property Owner shall furnish one key to Resident for each entry door to the Premises and one bedroom door key if applicable, one key fob if applicable, and one mailbox key if applicable. If a key is lost or stolen, Resident shall pay a fee of \$50.00 for a lock change, which will be billed to the account

and paid within 48 hours of the service to the Property Owner. Replacement of access cards, electronic keys and remote control devices will cost \$100.00 and mail box keys will cost \$25.00.

LAVATORIES. Lavatories, sinks, toilets and all water and other plumbing apparatuses shall be used by Resident only for the purpose for which they are constructed. Sweepings, rubbish, rags, ashes, feminine products and other foreign substances shall not be put into any plumbing apparatus.

LIGHT BULBS. Residents may not remove exterior lights or globes. No colored bulbs, tubes or globes are allowed in exterior light fixtures. Halogen light bulbs must be supervised by Resident during use and must never be left on unattended.

HEAVY ITEMS. Resident shall not place any unusually heavy objects in the Premises, such as pool tables or waterbeds.

EXTERIOR APPEARANCE. Resident shall not change the structure or appearance of any patio, balcony or other area exterior to the Premises, and shall not change the structure or the Premises. Clothing, sheets, rugs, towels, appliances or other items shall not be hung from windows, porches or balconies. Resident shall keep neat and clean all patios, porches and balconies of the Premises and shall not use the same for storage, including automobile parts, firewood or any other unsightly or heavy items. Only outdoor furniture and reasonably related patio items may be placed on any patio, porch or balcony. Welcome mats can be placed in front of entry doors, but rugs or carpet remnants are not permitted. One (1) flag may be displayed at a time on patio/balcony, so long as it does not protrude beyond the Premises.

ALCOHOL. The following are prohibited: the use of alcohol by anyone under the legal drinking age, the manufacture or selling of alcohol, public intoxication, and common containers of alcohol (kegs, party balls, trash cans, funnels, beer hats, etc.).

SOLICITATION. Soliciting is not permitted in the Community. Resident shall notify the Management Company if Resident sees a solicitor in the Community. Resident shall not distribute, post or hang and signs, flyers, advertisements or notices in any portion of the Community.

SPORT ACTIVITY. Team sports (including but not limited to football, baseball, kickball, soccer and dodge ball) are not permitted to be played in pool or parking areas. The use of water guns or water balloons is prohibited. Dart boards and darts are prohibited.

FIRE HAZARDS; HAZARDOUS SUBSTANCES. Grills, hibachis and similar items are prohibited. The fine for a grill on a patio/balcony is \$100.00. Explosives, highly flammable substances and hazardous substances are prohibited. Open flames are prohibited. Items that produce heat (e.g., curling irons and halogen bulbs) must be supervised by Resident at all times during use and shall never be left on unattended.

FIRE ALARMS/SPRINKLERS. In the event that Resident is given procedures for fire alarms, Resident shall adhere to such procedures. Resident shall consider and adhere to fire safety regulations when decorating. In the case of a fire alarm, Resident is required to evacuate the building. If Resident sees smoke in the hallways, breezeways, or rooms, Resident should keep low to the ground while moving to the nearest exit. Once Resident is out of the building, Resident shall move away from the building and not block emergency personnel and equipment. Resident shall not reenter the building until Resident receives notification to do so from the local official in charge at the scene or the Management Company. Resident shall not tamper with, interfere with or damage any fire or smoke detection equipment, fire alarm equipment, or similar equipment. Anyone found to falsely pull a fire alarm will be subject to a fine of \$300.00. If the Community has a fire sprinkler system, Resident shall be careful near fire sprinkler heads so as not to falsely trigger or activate them. Resident shall not pull a fire alarm or trigger or otherwise activate any fire alarm or protection system without the danger of fire being present.

EXTENSION CORDS AND MULTIPLE PLUGS. All extension cords shall be UL approved, 16 gauge, shall have a polarized plug and a single outlet, shall be un-spliced, shall not exceed a length of six (6) feet, shall not be placed under floor coverings or furnishings, and the insulation of the extension cord shall be not penetrated or compacted or otherwise compromised.

PEST CONTROL. The Management Company may conduct pest control extermination operations in the

Premises upon prior notice to Resident. Resident agrees to perform the tasks necessary to prepare the Premises for such operations, including but not limited to: (i) removing infants and young children from the Premises; (ii) removing any obstructions; (iii) removing contents from shelves and floors where pests have been seen; and (iv) cleaning all cabinets, drawers, and closets in kitchen and pantry. Resident is solely responsible for notifying the Management Company in writing of any anticipated health or other concerns related to such operations (such as the use of insecticides). To reduce the possibility of pests, Resident shall store all food in sealed containers, empty all cans and bottles and rinse them with water, remove trash in a timely fashion, shall not leave food or dirty dishes out, and shall not leave windows or doors open in such a manner that may allow pest to enter the Premises.

In addition, Resident acknowledges that Resident's obligation to keep the Premises in a neat, clean, good and sanitary condition includes keeping Resident's clothing, furniture, bed frames, mattresses, bedding, curtains and storage closets free of bed bugs and their eggs. If Resident suspects a bed bug infestation within the Unit, Resident must immediately notify Management Company of such suspected infestation at which time Management Company will hire a licensed pest control operator to confirm the infestation. If there is a bed bug infestation, the licensed pest control operator will develop an integrated treatment and eradication plan. The cost of inspection and treatment of the infested area will be at the expense of Management Company. Resident shall be obligated, at Resident's expense, to immediately have the Premises and Resident's furniture, mattresses or other affected property prepared for treatment and, if applicable, removed from the Premises and have the infested area cleaned. If Management Company notifies Resident of a scheduled extermination of the Premises, and Resident fails to grant access to the Premises, or fails to prepare the Premises for such extermination in accordance with Management Company's instruction, Resident acknowledges that by Resident's failure to comply with Management Company's instruction, Resident will have prevented Management Company's exterminator from properly exterminating the building in which the Premises are located. Under such circumstances, Resident acknowledges that Resident will be liable for any damages or losses sustained by Management Company as a result thereof and that Resident will have materially and substantially breached this Agreement.

If Resident vacates the Premises and a bed bug infestation of the Bed Space and/or Unit is subsequently discovered, Resident will be responsible for the cost of inspection, treatment, eradication and cleaning of the Premises. In the event that a bed bug infestation spreads from the Premises into other areas of the building, whether adjacent to, above or below the Premises, Resident will also be held responsible for the expense of inspection, treatment, eradication and cleaning of such other areas.

PACKAGES; MAIL. Resident gives the Management Company the right to accept packages or Resident's behalf and releases the Management Company from liability for accepting and storing packages. The Management Company will only accept packages from commercial delivery service providers (such as UPS and Federal Express) and the United States Post Office. Packages may only be picked up by the individual addressed on the package. A valid government issued photo ID must be presented to pick up a package. No package will be released without Resident's signature. Packages not picked up in 30 days will not be held, but will be returned to sender after reasonable efforts to locate Resident. The mail box assigned to the Unit is to be used jointly by all persons assigned to that Unit. It is Resident's responsibility to make sure anyone who might send items to Resident has Resident's correct address which should be clearly marked with Resident's name, Unit number and bedroom letter.

SATELLITE DISHES AND ANTENNA. No antenna or satellite dish that exceeds one (1) meter (39 inches) in diameter is permitted. No antenna or satellite dish may protrude beyond the vertical or horizontal space that is leased to Resident. No antenna or satellite dish may be installed outside the Unit, such as on any parking area, roof, exterior wall, fence or common area. Mounting must be by temporary devices that will not cause damage and that can be easily removed. The antenna or satellite dish shall not cause distortion or interference whatsoever with respect to any other electronic device in the Community. There shall be no more than one (1) antenna or satellite dish per Unit. Resident must remove the antenna or dish and other related equipment at the end of the Term. Resident will be responsible for paying any damages and for the cost of repairs and/or repainting that may be reasonably necessary to restore the Unit to its condition prior to the installation of the antenna or dish. Resident is fully responsible for the satellite dish, antenna, and related equipment, including but not limited to any damage or injury caused by the device, maintenance, installation, and removal.

ALL AMENITIES.

- **In case of Emergency, dial 911.**
- **The violation of any of the rules or policies stated herein or elsewhere may result in termination of amenity access /use.**
- The Master Tenant and Management Company are not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- Guests must be accompanied at all times by a Resident. No more than two (2) guests per Resident are allowed at any one (1) time.
- Hours are designated by the Management Company and may be posted at the applicable amenity.
- A parent or guardian must accompany children under the age of seventeen (17) at all times.
- Keep gates closed at all times.
- Keep noise to a minimum; there shall be no noise that disturbs others.
- Dispose of trash properly.
- Attendants, lifeguards and security personnel are not provided. Use at your own risk.
- No glass containers.
- Dangerous conduct and fighting are prohibited.
- No animals are allowed (excepting for service animals).
- Report vandalism and unauthorized users.
- Use the equipment and supplies only in the manner intended by manufacturer. Handle equipment and supplies with care. Do not remove or damage equipment or supplies.
- Do not leave personal items unattended.
- Do not make repairs; report needed repairs immediately to the Management Company

SPECIFIC AMENITIES.

Swimming Pool and Hot Tub. In the event a pool(s) and/ or hot tub(s) is provided, the following policies apply:

- No diving.
- For your safety, do not swim alone.
- No jumping into the pool from balconies or patios.
- Anyone with a communicable disease capable of infecting others is prohibited from using in the pool and hot tub. Only proper swimwear is allowed; cut-offs are not allowed.
- Resident is allowed 2 guests while at the pool, each guest must be signed in at the curtesy desk located in the main office.
- No personal/ outside music is allowed at the pool unless
 1. Approved by management.
 2. Use of personal headphones
- Respect others by covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool their proper places, and disposing of trash properly.
- If you are pregnant, do not use the hot tub without medical consultation. If you suffer from heart disease, diabetes, high or low blood pressure or other health problems, do not enter the hot tub without prior medical consultation. Overexposure to hot water may cause dizziness, nausea, and fainting. Hot water exposure limitations vary from person to person – use caution.
- Check the hot tub temperature before entering the hot tub. Do not use the hot

tub if the temperature is above 104 degrees Fahrenheit. Do not operate the hot tub if the suction outlet cover is missing, broken, or loose.

- Do not place electrical appliances (e.g., telephones, radios, TVs) within the general pool or hot tub areas.

Basketball/Volleyball Court. In the event a basketball and/or volleyball court(s) is provided, the following policies apply:

- Do not hang from or climb on the basketball goal or net.
- No food or drink allowed.
- Motorcycles, bicycles, tricycles, skateboards and skates are not permitted on the court surface.
- Rubber sole shoes are required.

Fitness Room: In the event a fitness room(s) is provided, the following policies apply:

- No food allowed.
- Please use headphones when listening to music.
- No wet clothing allowed.
- Rubber soled shoes required.
- Do not use, adjust or operate fitness equipment beyond your physical limitations.
- Guests under the age of 17 are not permitted in the fitness room.
- Do not leave personal items in the fitness room.
- Wipe down the fitness equipment with a clean towel (and cleaner, if it is provided by Management Company) after each use.
- No alcoholic beverages.

Club Room or Game Room. In the event a club or game room(s) is provided, the following policies apply:

- No alcoholic beverages.
- No wet clothing.
- Resident must provide a valid government issued photo ID in order to check out billiard or other equipment from Landlord. All items must be returned, in good condition, no later than closing.

Computer Lab. In the event a computer lab(s) is provided, the following policies apply:

- Documents are to be saved on Resident's own CD, not on the computer. Documents saved on the computer are subject to deletion without notice.
- In the event copy and local fax services are available for residents, there may be a charge.
- Resident will be held responsible for any damage to equipment during his/her computer time.
- No food or drink.
- In the event this area is electronically monitored, any attempt to remove the equipment will engage the alarm system.
- No tampering with the screen savers.
- No obscene information or material is allowed on the computers at any time or for any reason.
- Resident must provide Resident's own paper for printing purposes.
- Changing from one computer to another with the same CD or any other portable

storage device could spread a virus, worm, spyware and other unwanted and/or damaging programs. The Master Tenant and Management Company are not responsible for any such programs or damage caused thereby.

No Reliance on Security and Safety Devices or Measures. Resident acknowledges that security and safety devices and measures, including but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, and sprinkler systems may fail or be thwarted by criminals or mechanical malfunctions. Therefore, Resident acknowledges that Resident should not rely on such devices or measures and should take steps to protect Resident and Resident's property as if these devices or measures did not exist. Resident agrees to immediately notify the Management Company of any malfunctions involving locks, doors, windows, latches, smoke detectors and other security or safety devices. Resident is responsible for the regular testing of all applicable devices, such as standalone smoke detectors within the Premises, and is also responsible for making sure that such devices are plugged in and/or have working batteries (as the case may be). Resident shall not tamper with or hinder any security or safety device. [In the event Resident chooses to have the intrusion alarm monitored, Resident must make arrangement with an independent company to activate and maintain the alarm system at Resident's expense. In such case, Resident must provide the Master Tenant and Management Company with the alarm code and any special instructions for lawful entry into the unit when no one is there. Resident shall not give keys, access codes, access cards or gate remotes to anyone other than to the Master Tenant or Management Company as required by the Master Lease Agreement.

PARKING. Parking boats, recreational vehicles, commercial vehicles, campers, mobile homes and trailers within the Community is prohibited. Washing vehicles and performing mechanical work on vehicles in the Community are prohibited. Vehicle speed shall not exceed fifteen (15) miles per hour. Resident acknowledges that Resident parks within the Community at Resident's own risk and that Resident shall maintain property insurance on Resident's vehicle. The following vehicles are subject to fines, booting and/or towing: unauthorized vehicles; prohibited vehicles; illegally or otherwise improperly parked vehicles; vehicles with one or more missing or flat tires; inoperable vehicles; vehicles on jacks or blocks; vehicles that take up more than one (1) parking space; vehicles in a handicap parking space without the legally required handicap insignia; vehicles improperly in a designated or otherwise reserved parking space; vehicles blocking or otherwise preventing traffic flow, dumpsters and other access, ingress and egress; double parked vehicles; vehicles in a fire lane, in a designated no parking area, or on the grass, sidewalk or similar areas; and vehicles without the required license plate and registration and/or inspection sticker(s).

A parking decal is required in order to park within the Community. Resident agrees to display such decal in the lower corner of the windshield on the passenger side of the vehicle registered with the Management Company for that specific decal. The decal and the information thereon must be fully visible from the exterior of the vehicle. There will be a replacement fee of \$50 for the replacement of a parking decal or tag. Decal use is at Resident's sole risk and cost. If a new vehicle is to be parked in the Community, the old parking decal or tag must be returned to the Management Company in order to receive a new parking decal or tag at no additional charge.

RESIDENT'S PROPERTY AND RENTER'S INSURANCE. Resident is recommended to acquire and maintaining Resident's own insurance on all of Resident's personal property, including but not limited to furniture, electronic equipment, clothing and vehicles, kept by Resident in or about the Premises. The Master Tenant and Management Company shall not be liable to Resident or Guests for any damage, injury, or loss to person or property from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury or loss is caused by the negligence of the Master Tenant or Management Company, in which case only the negligent party shall be liable; and Resident expressly waives all claims for such injury, loss or damage.

USE OF RESIDENT'S INFORMATION. Resident expressly agrees that the Master Tenant and/or Management Company may provide information on Resident and Resident's rental history for law enforcement, governmental or business purposes.

GUESTS. Resident is responsible for the safety, negligence and actions of Guests, and for ensuring that all Guests are aware of and understand and follow all rules, regulations and terms of this License, including Exhibit C, and the Community. Resident must accompany and supervise Guests at all times in the Premises,

Unit, Amenities and Community. Any violation of the rules, regulations and terms of this License or the Community by any Guest shall be considered a violation by Resident. The Management Company has the right to exclude Guests from the Community for any reasonable reason. Guests are not allowed to spend more than three (3) consecutive nights or more than six (6) Nights in any one (1) month in the Unit. Resident agrees that there shall not be more than ten (10) persons in the Unit at any one (1) time.

PHOTOGRAPHS AND VIDEOS. Resident consents to the use of photographs and/or video images of Residents and the Premises by the Master Tenant and/or Management Company for advertising purposes and other reasonable purposes.

SUBORDINATION. The Master Lease Agreement shall be subject and subordinate at all times to the lien of any and all mortgages, deeds of trust and other security instruments to secure debt now or hereafter placed on or against the Community or any portion thereof or any interest therein, all without the necessity of having further instruments executed on part of Resident to effectuate this subordination.

RELEASE AND INDEMNIFICATION. Resident, for him or herself and his or her heirs, personal representatives and executor or executrix, hereby releases and forever discharges and holds harmless the Master Tenant, Landlord and Management Company and their affiliates, directors, officers, shareholders, partners, employees, team members, contractors, agents, successors and assigns (collectively, the "Released Parties") from liability for and agrees to indemnify the Released Parties against any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which result from: (i) Resident's failure to fulfill any condition of this License; (ii) Resident's use and occupancy of the Premises; (iii) Resident's use of any portion of the Community; (iv) any damage or injury happening in or about the Premises or Community to any Guest and/or any Guest's property; (v) Resident's failure to comply with any applicable law, rule or regulation; and (vi) any Guest's failure to comply with any applicable law, rule or regulation.

MOVE-OUT PROCEDURES. The Management Company shall note the condition of the Premises, including all appliances, furnishings and fixtures therein and any damage done thereto which is deemed by the Management Company to have occurred during the Term. Upon termination or expiration of this License, Resident shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, reasonable wear and tear expected, including removing all trash from the Premises and returning furniture to its original placement. Resident shall return to the Management Company all keys, access cards, remote control devices and other items supplied by the Management Company to Resident. Master Tenant shall be responsible to Landlord, and Resident shall be responsible to Master Tenant, for all costs associated with Resident's failure to comply with this provision. Property left in the Premises after the termination or expiration of this License shall be deemed abandoned by Resident. Cost of any damages will be charged back to the Resident by the Master Tenant. A list of charges is listed on the Move Out Charge Back Addendum attached hereto. Other charges may occur and are not limited to the list provided.

WATER INTRUSION, WATER DAMAGE AND MOLD: Resident acknowledges that, at the commencement of Resident's occupancy of the Premises, Resident has inspected the Premises and has found the Premises to be free of mold and mold related conditions. Resident acknowledges the importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provisions of this License relating to water intrusion, water damage, and mold. Resident acknowledges that excessive moisture can collect from a wide variety of sources, including but not limited to, shower or bathtub overflows, washing/dishwashing machine overflows or leaks, cooking spills, plant watering overflows, pet urine accidents, or insufficient drying of carpet and carpet pads. Resident acknowledges that Resident's obligations include, but are not limited to, the following:

- To clean and dust the Premises on a regular basis and to remove visible moisture on windows, walls and other surfaces as soon as the condition occurs.
- To not block or cover heating, ventilation or air conditioning ("HVAC") ducts in the Premises and to operate the HVAC system in a reasonable manner so as to maintain temperatures in the Premises within a range of 72 to 78 degrees Fahrenheit.
- To notify Management Company in writing immediately upon discovery or occurrence in the Premises of: 1) Any evidence of a water leak or excessive moisture in the Premises as well as in any storage room, garage or Common Area; 2) Any evidence of mold or mildew like growth in the Premises; 3) Any failure or malfunction of the HVAC system or exhaust fans in the Premises; and 4) Any inoperable windows and doors in the Premises.

- To use bathroom fans while bathing or showering, kitchen fans while cooking, and utility area fans while water is being used. Continue use of fans for at least 30 minutes after the activity. Leave the bathroom door open until all moisture has dissipated. Hang towels and mats so they dry out completely.
- To allow a minimum of six-inches space between furniture and walls for proper air ventilation.
- To keep any fish tanks covered, if allowed under this License or Pet Addendum.
- To use all reasonable care to close all windows and other openings to the Premises to prevent rain and other outdoor water from penetrating the Premises.
- Resident acknowledges that mold growth will occur if the apartment is not properly ventilated. This can be an issue particularly during the colder months when the a/c unit and fans remain off and the windows are kept closed. Resident agrees to properly ventilate the unit even during colder months so as to keep the humidity in the apartment below 50% and to prevent condensation on the windows and window sills.
- Resident further agrees that if mold conditions are discovered on the sheetrock or any wood in the Premises, Resident will not take or allow to be taken any steps to clean up or remove the mold conditions without the express permission of Property Owner. Resident shall also be responsible for any damage, including but not limited to, damage from water and mold which occurs as a result of Resident's failure to give notice to Property Owner within 24 hours of the discovery of water intrusion, water damage, or mold in the Premises, Resident hereby releases Property Owner from any claim, loss or liability relating to such water intrusion, water damage, or mold, including any claim, loss or liability arising from Resident's failure to notify Property Owner as required herein.

NON-SMOKING COMMUNITY: In order to promote the health of our residents and their guests, this Community has been designated a Smoke-Free Environment. Smoking (including medical marijuana, electronic cigarettes or e-cigarettes) is not allowed within any part of the Community, whether interior or exterior, including all buildings, Units, Exclusive Bed Space, atriums, balconies, stairwells, and other similar building features. Smoking is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, tobacco product, weed, plant, or other combustible substance whose smoke or vapor is intended to be inhaled, in any type of smoking equipment, including, but not restricted to, cigarettes, cigars, hookahs, pipes, electronic cigarettes or e-cigarettes. Violation of this paragraph constitutes a material default under this License, and entitles Property Owner to exercise all default remedies. In addition, Property Owner shall have the right to impose reasonable charges for the violation of this provision.

Move Out Charge Back Addendum

The following is a summary of damages and corresponding charges most frequently observed in the residence apartments. This list is not intended to be comprehensive or exclusive. Other or unusual charges are computed on a time and materials basis. Charges are subject to change.

Minimum charges quoted are based on average time and materials. Actual charges will be based on real-time and material costs

Bedroom

Bed Frame	\$	250.00
Bed Mattress	\$	350.00
Dresser	\$	540.00
Desk	\$	240.00
Desk Chair	\$	135.00
Cost Per Door	\$	200.00
Blinds (Regular) 34x64	\$	38.00
Blinds (Large)	\$	75.00
Floor Replacement Bedroom	\$	540.00

Bathroom

Toilet Paper Roller	\$	15.00
Towel Bar	\$	30.00
Shower Rod	\$	75.00
Mirror	\$	450.00
Crack in Sink	\$	150.00
Broken Drawer/Cabinet	\$	150.00
Toilet Tank	\$	150.00
Toilet Base	\$	375.00
Water Damage to the Wall	\$	150.00
Sink Stopper	\$	30.00
Shower Head	\$	30.00

Living Room

Vertical Blinds (Whole Unit)	\$	150.00
Vertical Blinds Per Slats	\$	10.00
Blind Wand	\$	10.00
Blinds	\$	75.00
Couch	\$	1,200.00
Coffee table	\$	350.00
End Table	\$	150.00
Dining Table	\$	400.00
Dining Stools	\$	100.00
TV Stand	\$	250.00
TV	\$	750.00
Floor Replacement Common	\$	750.00
Couch Cushions	\$	100.00

Kitchen

Broken Drawer/Cabinet	\$	150.00
Microwave	\$	500.00
Dishwasher	\$	700.00
Washer	\$	700.00
Dryer	\$	700.00
Glass Stove Top	\$	500.00
Refrigerator	\$	1,000.00
Garbage Disposal	\$	150.00
Burn In Counter Top	\$	350.00
Floor Replacement	\$	750.00

General

Small Hole	\$	50.00
Medium Hole	\$	75.00
Large Hole	\$	125.00
Smoke Detector	\$	150.00
Painted Wall Color Change Single Coat	\$	250.00
Painted Wall Color Change Double Coat	\$	500.00
Front Door Replacement	\$	1,000.00
Pet Treatment Bedroom	\$	100.00
Fire Extinguisher	\$	100.00

Cleaning

Oven	\$	37.50
Stove Top	\$	37.50
Per Drip Pan	\$	6.00
Per Cabinet	\$	7.50
Kitchen Floor	\$	75.00
Refrigerator	\$	75.00
Microwave	\$	25.00
Toilet	\$	35.00
Tub	\$	50.00
Sink	\$	20.00
Trash Removal Per Bag (10 Gallon)	\$	150.00
Furniture Removal (Pending Size)	\$	150.00-\$500.00
Vacuuming Per Room	\$	25.00

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	\$1,545.00 (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>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.