

**HOWARD UNIVERSITY  
RESIDENCE HALL LICENSE AGREEMENT**

**PARTIES**

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

Student's execution of this License creates a binding commitment by Student for the License Term (as defined below), which includes the full Academic Period (as defined below), subject only to expiration or early termination of this License as expressly set forth herein. Student acknowledges that execution and/or submission of this License is only one prerequisite for Residence Hall eligibility and DOES NOT guarantee residency within a Residence Hall. 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).

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

Student agrees to comply with all provisions of this License. All Students shall refer to and comply with the most updated University Policies and Procedures for the applicable Academic Period, as these documents are periodically updated to reflect changes in University's guidelines and legal requirements. The University Policies and Procedures for the current Academic Period will supersede any previous versions and ensure adherence to the latest standards established by the University.

Applicable Semester Housing Charges (as defined below) and other Housing Fees (as defined below) will appear on Student's bill for each semester of the Academic Period and shall be due and payable on or before the designated Starting Date of each semester as established by the Academic Calendar.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this License. By executing this License, Student and Parent/Guardian (if applicable) acknowledge that they have read, understand, and agree to abide by the provisions of this License, and acknowledge and agree that the terms and conditions hereof are binding upon Student.

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

**STUDENT:**

Bison ID Number

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Parent/Guardian)

\_\_\_\_\_  
Date

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

## PART I – DEFINITIONS

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

**Academic 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 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 to which all residents of the Property have general access, including but not limited to shared kitchens, laundry facilities, elevators, courtyards, breezeways, walkways, and study/lounge rooms. The Property Manager or the Property Submanager may designate, re-designate, and restrict and limit access to any and all Common Areas at any time in its sole discretion.

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

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

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

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

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

**License:** This Residence Hall License Agreement, inclusive of the Parties Section, Part I (Definitions), Part II (Terms and Conditions), Exhibit A (Housing Fee Schedule and Payment Terms) and Exhibit B (Housing Fee Financial Aid Deferment Policy) hereof, and the University Policies and Procedures.

**License Term:** The period beginning on the Starting Date and ending on the Ending Date.

**Premises:** The area to which you are assigned to occupy and reside during the License Term, being your Bedroom and Bed within your assigned Unit, and the Common Areas located within your assigned Unit. Your initial Bedroom, Bed and Unit may be reassigned by the Property Manager or the Property Submanager at any time with notice to the Student.

**Property:** The Residence Hall identified in the “Housing” section of BisonHub powered by Workday, Entrada, and/or StarRez for student lodging purposes for the Academic Period.

**Property Manager** (also referred to herein as “us” or “we”): For **Towers East, Towers West, Drew Hall, Cook Hall, the Harriet Tubman Quadrangle, Axis, Bethune Annex, and College Hall North and South:** Howard University.

**Property Owner:**

On-Campus Housing  
Form Revision Date: March 20, 2026

- For **Towers East, Towers West, Drew Hall, Cook Hall, the Harriet Tubman Quadrangle and Axis:** Provident Group – Bison Properties Inc.
- For **College Hall North and College Hall South:** Provident Group – Howard Properties LLC.
- For **Bethune Annex:** Howard University.

The Property Owners are the licensors under the Licenses.

**Property Submanager** (also referred to herein as “us” or “we”): For **Towers East, Towers West, Drew Hall, Cook Hall, the Harriet Tubman Quadrangle, Bethune Annex, Axis and College Hall North and South:** Campus Apartments Management, LLC. The Property Submanager has the right to perform certain of the obligations of the Property Manager under this License.

**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.

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

**Semester Housing Charges:** The semester housing charges described on [Exhibit A](#) attached hereto.

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

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

**Unit:** A living area within the Property containing one or more Bedrooms and internal Common Areas.

**University:** Howard University, either in its capacity as the fee simple owner of the Property, or in its capacity hereunder as the Property Manager.

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

**University Student Information and Registration System:** The University’s computerized student information and registration system, which may include 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

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A. This License is made and entered into by and between the Property Owner, as licensor, and the Student, as licensee. The Property Manager or Property Submanager may execute and deliver this License to the Student, and may exercise the rights and discharge the duties of the Property Owner, in each case as the agent of the Property Owner or in such other capacity as the Property Owner hereinafter approves. This License is not intended to be and shall not be construed as a lease, and does not create the relationship of landlord and tenant by and between the Property Owner and the Student. The parties' relationship shall at all times be only that of licensor and licensee.

B. Notwithstanding anything to the contrary contained herein, this License shall not be binding and enforceable against the University, the Property Owner, the Property Manager and/or the Property Submanager unless and until we provide you with a duly executed counterpart of this License. Until we provide you with a duly executed counterpart of this License, this License constitutes merely a part of your application for residence within the Property and an offer by you to license the Premises that is irrevocable by you unless we do not make the Premises available to you on or prior to the Starting Date.

## **2. LICENSE TERM; MOVE IN AND MOVE OUT; HOLDOVER**

A. Subject to your payment of all Housing Fees and your compliance with the other terms and conditions of this License, we agree to provide to you, and you agree to occupy, the Premises during the License Term. Except as may be authorized by us (in our sole and absolute discretion), and subject to any additional Housing Fees 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 Housing Fees 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 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 as outlined in 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 may notify you of any damages and/or charges to be paid by you by posting any such damages and/or charges to your student account and/or by any other means as determined by the University in its sole and absolute discretion. 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(F) 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 our sole and absolute discretion) 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 HOUSING FEES IN THE AMOUNT OF ONE HUNDRED AND FIFTY DOLLARS (\$150) PER DAY FOR THE EXTRA TIME THAT YOU OR YOUR PERSONAL BELONGINGS STAY IN THE PREMISES (PAYABLE DAILY IN ADVANCE WITHOUT NOTICE OR DEMAND), PLUS ALL OF OUR DAMAGES AND THE DAMAGES OF ANY PERSON WHO COULD NOT MOVE IN BECAUSE OF YOUR HOLDOVER.** Your payment of the escalated holdover Housing Fees does not mean that you have a right to holdover in the Premises, and will not prevent the Property Manager or the Property Submanager from removing you and your belongings from the Premises or otherwise exercising all of its rights and remedies under this License.

### **3. DESIGNATION OF PREMISES AND RELOCATION**

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

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 any Property or Residence Hall.

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 any Property or Residence Hall, 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 its on-campus housing facilities.

D. If you wish to (1) change your assigned Bed, Bedroom, and/or Unit in the Property, (2) move to other on-campus housing, or (3) change your roommate(s), you must make a written request to the resident assistant, graduate assistant, and the 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. HOUSING FEES**

A. You agree to pay and to be liable for any and all amounts due and payable by you to us under this License, including, without limitation, the Housing Fees set forth on Exhibit A of this License, as and when such fees are due and payable.

B. To the extent you are determined by the Office of Financial Aid to be eligible for student financial aid applicable to Housing Fees, 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 Housing Fees, we may, in our discretion, grant a conditional deferment of the corresponding portion of such Housing Fees. 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 Office of Financial Aid, and all payment plan terms and administration are governed by the 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 B, which are incorporated herein by reference, by executing this License.

C. All Housing Fees must be made payable to the Property Manager (or to any party designated by the Property Manager) and shall be paid by any means acceptable to the Property Manager and the University Student Information and Registration System, which means may (at the Property Manager's option) include money order or electronic payment (such as credit card, debit card, or wire transfer of funds). Late payments must be authorized

by the Property Manager, and may be subject to additional fees. You have no right to withhold Housing Fees for any purpose, including occurrences outside of your control except in the situations expressly set forth in this License. You shall not reduce any Housing Fees payable to us by any of your costs or damages against us. Your obligation to pay Housing Fees is a promise by you, which is independent from all of our promises, duties and obligations. While we do not have to, we can accept partial payment, but we do not waive our rights to collect and enforce the payment of the remainder.

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

E. Student's adherence to this License (including the University Policies and Procedures) is mandatory. Student's violation of this License (which includes a violation of 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 or other 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 University housing.

F. For the avoidance of doubt, Student bears sole responsibility for monitoring Student's student account and ensuring the accuracy and timely payment of all Housing Fees (including those posted to the student account). Student acknowledges and agrees that all Housing Fees due under this License are owed in full, when due, regardless of whether such amounts are timely, accurately, or fully communicated or reflected on Student's student account. Any delay, omission, error, or inaccuracy in the posting (or otherwise notifying) of Housing Fees shall not relieve Student of the obligation to pay all amounts owed under this License in accordance with the terms hereof. Student further acknowledges that the University has no obligation to notify Student of posting (or other notification) delays, errors, omissions, or discrepancies of any kind, and any such delay, error, omission, or discrepancy shall not limit, reduce, waive, or otherwise affect Student's payment obligations hereunder. Failure by Student to review the student account (or to review or receive any other notification) shall not constitute a defense to nonpayment, and Student shall remain fully liable for all amounts owed under this License. Unless stated otherwise in this License, Student may notify the University in writing of any permitted Student dispute regarding Housing Fees within ten (10) days of the earlier of the date such fees (1) are posted to the student 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 Student's 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 Student shall promptly pay any amounts determined to be due by Student as a result of such determination. Any failure by Student to dispute the Housing Fees within the ten (10) day period set forth in this Subsection shall constitute Student's irrevocable waiver of the right to contest, challenge, or otherwise dispute such Housing Fees, and all such Housing Fees shall be deemed valid, accurate, and payable by Student.

## 5. OCCUPANTS

The Student acknowledges that the University retains sole discretion in determining housing occupant eligibility, placement, assignment and reassignment, and any housing cancellations. Unless we agree otherwise in our sole discretion, you may only reside in the Premises for so long as you are a Registered Student at the University and continue to comply with the terms of this License. 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.

Furthermore, notwithstanding anything set forth herein to the contrary, the University may (in its sole and absolute discretion) require students who are twenty-five (25) years of age or older to secure off-campus housing (including University-sponsored off-campus housing) and any on-campus placement of such students shall be made only as determined by the University in its sole discretion.

## 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, the Property Owner or the Property Manager, may sell or transfer their respective interests in the Property, or any portion thereof, and the Property Owner may assign this License and its right to collect the Housing Fees or any other severable rights under this License, at any time without your consent. Any sale or transfer of the Property or the respective interests therein shall not affect this License or any of your obligations, but upon such sale or transfer, the University, the Property Owner and Property Manager will be released from all of their obligations under this License and the new owner and its manager of the Property will be responsible for the performance of the duties of "Licensor" from and after the date of such sale or transfer.

## 7. LICENSE TERMINATION

You may not terminate this License 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). Housing fees are non-refundable, regardless of the termination date within the License Term. This policy is in place to ensure consistency and fairness, and reflects the substantial commitment made by the University in providing housing facilities.

## **8. UTILITIES**

We will furnish electricity, water, sewer and gas (if applicable) for your Premises during the License Term. All utilities are to be utilized by you solely for normal household purposes and must not be wasted. Please note that no wired internet connections will be provided with the Premises. Instead, we will furnish you with a limited data connection in the areas of the Premises selected by us. You are solely responsible for providing all software, hardware, and technical support services needed to utilize the data connection we provide. We will not be liable for any interruption, surge or failure of utility or data connection services provided by us to the Premises or the Property or any damage directly or indirectly caused by the interruption, surge or failure of utilities or the data connection. Student 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 Student, including any right to reimbursement, reduction, or refund of fees.

## **9. PARKING RULES AND REGULATIONS**

If you purchase a parking permit at the Property, you must operate and park all vehicles in accordance with the University Policies and Procedures. All resident vehicles must be registered with the Community Management Director, be licensed with current license plates, and must be in operating condition. Unauthorized or illegally parked vehicles may be towed or booted by the Community Management Director at Student's expense. We assume no responsibility or liability whatsoever for loss of or damage to any vehicle while parked at the Property. Boats, trailers, and oversized vehicles are not permitted unless the Community Management Director has granted permission in writing and except for moving trucks during move-in and move-out periods so long as such trucks comply with the requirements therefor in the University Policies and Procedures. If you purchase a parking permit and parking becomes unavailable for any reason, including due to unforeseen or extenuating circumstances, the University may (at its option and in its sole discretion) adjust parking charges and fees for the period in which parking is unavailable. You acknowledge that the University is not required to provide alternate parking during any period in which parking is unavailable as described in the immediately preceding sentence.

## **10. UNIVERSITY POLICIES AND PROCEDURES AND APPLICABLE LAWS**

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

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

B. You are obligated to comply with all Applicable Laws. The Property Owner, the Property Manager and/or the Property Submanager may enforce and apply Applicable Laws on the Property, including the Premises covered by this License and to any person in or on the Property, and University officers and commissioned peace officers may provide such enforcement, subject to the jurisdictional limitations provided by law.

C. You are prohibited from operating any business from the Property (including within your Unit), whether internet-based or otherwise. You are to use the Property (including your Unit) for student 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 Community Management Director.

B. You will be responsible for all costs associated with repairs to the Premises or the Property necessitated by the negligence, willful misconduct, or violation of this License by you, or your guests, including without limitation, damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damages caused by windows or doors being left open, damages to sprinklers and other safety equipment, and repairs or replacements to security devices. **IF WE CANNOT DETERMINE WHO IS RESPONSIBLE FOR PARTICULAR DAMAGES AND REPAIRS, EACH RESIDENT OF THE BEDROOM OR UNIT, AS THE CASE MAY BE, WILL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR SUCH DAMAGES AND REPAIRS.** As such, each Student can, individually, be held responsible and financially liable for the entire amount associated with 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 Community Management Director through StarRez, the University's housing portal, Entrata, the Property Submanager's portal, or by community email if the electronic systems are down. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us immediately of water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which reasonably poses a material hazard to health or safety. Once we receive your request for repairs or services, we will act with reasonable diligence in making repairs and reconnections, but during that time you may not stop payment of or reduce the Housing Fees. With or without notice, we can temporarily turn off equipment and interrupt utilities and data services to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. We will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we are making repairs, alterations or improvements to the Premises or the Property. 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. We will furnish smoke detectors 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).

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 Property Submanager, the University, nor any of our or their respective employees, officers, directors, agents, owners, or affiliates (collectively the “Released Parties”), will be liable to you or any of your guests for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes, or resulting from conflicts with your roommates. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EARTHQUAKE, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS DIRECTLY CAUSED BY THEIR SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WE REQUIRE YOU TO OBTAIN YOUR OWN INSURANCE FOR LOSSES DUE TO SUCH CAUSES. YOU, FOR YOURSELF AND FOR YOUR OCCUPANTS AND GUESTS, HEREBY RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE: (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUESTS' PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, COMMON AREAS, OR THE PROPERTY, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

## 13. CASUALTY LOSS

If, in our reasonable judgment, the Premises or the Property is materially damaged by fire or other casualty, we may terminate this License within a reasonable time after such determination by giving you written notice. If, following a casualty, we determine that material damage has not been caused to the Premises or the Property, or, if we otherwise elect not to terminate this License, we will, within a reasonable time, rebuild the damaged improvements. If the rebuilding of the damaged improvements requires relocation, as determined in the Property Owner's sole discretion, the affected Student will be located to other housing.

## 14. INSURANCE

### A. Student's Insurance (General Requirements).

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, the Property Manager, and the Property Submanager 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 Property Manager's 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 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 or in the University Policies and Procedures. 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 Students are adequately protected against potential risks and liabilities.

D. Release of Liability.

In accordance with the spirit of self-responsibility and risk management, each Student acknowledges their understanding that the University, the Property Owner, the Property Manager and the Property Submanager do not assume liability for personal injuries, property damages, or other damages or losses that could have been covered under renter's, personal liability or property damage insurance policies. This License also extends to a waiver whereby Students cannot pursue claims against the University, the Property Owner, the Property Manager and/or the Property Submanager for any such events that insurance would typically cover. **It is imperative for Students to understand that opting not to secure the requisite insurance leaves them fully exposed to financial and personal risk, for which the University, the Property Owner, the Property Manager and the Property Submanager holds no accountability.**

E. Subrogation Waiver.

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

F. University's Insurance.

Students acknowledge and understand that the University, the Property Owner, the Property Manager and/or the Property Submanager may procure independent legal liability insurance to indemnify, protect, and insure themselves in connection with potential loss related to Students' 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.

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

If University, the Property Owner, the Property Manager and/or the Property Submanager submit a claim and the third-party insurer provides payment, the rights and recourses of the respective University, the Property Owner,

the Property Manager and/or the Property Submanager may be transferred to the third-party insurer and Students may be liable to the third-party insurer and obligated to reimburse the third-party insurer.

#### G. Independent Insurance Charge.

Students acknowledge and understand that University, the Property Owner, the Property Manager and/or the Property Submanager will pass the cost of the independent legal liability insurance described in this Section to Students. At the University's option, such charge shall be payable as part of the Housing Fees 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, the Property Manager and/or the Property Submanager 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 Residence Hall at any time except by prior written consent given by the Office of Student Services, which must be documented in an animal addendum signed by both you and us. The Office of Student Services will make reasonable accommodations to permit Students with disabilities to keep service animals in the Property, and emotional support animals are permitted only upon receiving prior written approval from the Office of Student Services and the Office of Accessibility. Unauthorized possession of pets or emotional support animals in the Premises 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. 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 University Policies and Procedures, and you will be subject to all applicable remedies, including, without limitation, termination of this License without refund of Housing Fees.

### 16. RIGHT OF ENTRY

The University, the Property Owner, the Property Manager, the Property Submanager, and their respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reasonable reason. Some reasons for our entry include, but are not limited to, the following: conducting monthly health and safety inspections; responding to your request for repairs; estimating repair or refurbishing requirements and costs; pest control; preventive maintenance; filter changes; testing or replacing life safety systems; retrieving unreturned tools or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our University Policies and Procedures; removing unauthorized pets; retrieving property owned or licensed by other residents or former residents; permitting entry by law enforcement officers; showing the Premises to prospective residents; or showing the Premises to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this License, and you will be liable for any damage caused thereby).

### 17. CLOSING OF THE PROPERTY

The Property Manager shall have the right to close the Property or any portion thereof (including the Premises) during University vacation and break periods. You may elect to remain at the Property during vacation and break periods only with our prior written consent and subject to your ongoing compliance with this License (including payment by you of applicable Housing Fees and/or such other applicable fees as determined by the University (in its sole discretion)). In such event, we may temporarily assign you to other premises at the Property or other on-campus housing for the vacation and break periods in our discretion.

### 18. DEFAULT

The following occurrences will constitute a “default” under this License:

- A. You fail to timely pay any Housing Fees or any other amount owed under this License (including, without limitation, amounts owed under the University Policies and Procedures, and any fine, charge, or penalty that is levied in accordance with this License (including the University Policies and Procedures));
- B. You are no longer a Registered Student at the University (including due to loss of enrollment, academic dismissal, graduation, or withdrawal from all University courses for the applicable semester), or you otherwise cease to qualify to live at the Property as set forth in this License, except in connection with a termination in accordance with Section 7 of this License;
- C. You or your guests violate this License (including 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 housing application you submitted;
- F. You or your guests are arrested for a felony offense involving violence or the actual or potential physical harm to a person, or a felony or misdemeanor offense involving the possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia;
- G. Any controlled substance (excluding medications prescribed to you or your guests), 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 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 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 University Policies and Procedures); (ii) sue you to collect past due Housing Fees and any other damages we have incurred because of your default; (iii) terminate your right to occupy the Premises, but not terminate this License or end your monetary obligation for the Premises, by giving you written notice providing you with twenty-four (24) hours to move out; (iv) sue you to collect all unpaid Housing Fees and other sums which would become due until the Ending Date of this License or until another person takes occupancy (and then, we can still recover from you the difference between the Housing Fees you were supposed to pay and the Housing Fees actually paid by the new resident together with a reletting charge determined in our sole but reasonable discretion); (v) terminate this License and your right to occupy the Premises by giving you written notice **and providing you with twenty-four (24) hours to move out**, in which case you will owe us all amounts due and payable under this License; (vi) report your default to credit reporting agencies; (vii) accelerate the remainder of the Housing Fees due under this License through the Ending Date; or (viii) do any combination of the above. If you do not timely move out of the Premises when we terminate this License or your right to occupy the Premises, we may remove you and your belongings from the Premises and change the locks to the Premises, all at your expense.

B. Without limiting the foregoing, any default under this License may also subject you to University sanctions that, to the extent permitted by Applicable Laws, (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.

C. All unpaid amounts that you owe to us may bear interest at 18% per year (or the maximum rate allowed by law, if less) from the date originally due through the date of payment. In the event we bring an action against you because of your default of this License, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment. In addition, we may send your past due account to an external collection agency, who may impose additional fees, which you will be responsible for up to the maximum amount allowed by law.

D. The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises, even if we accept Housing Fees or other sums due, such acceptance does not waive or diminish our continuing rights unless we specifically agree to it.

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

## **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 Property Owner. All License obligations are to be performed in the jurisdiction where the Property is located. Unless this License states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout 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 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 the Property Submanager may furnish and utilize security cameras throughout the Property. We will install, use, and maintain security cameras at our discretion and we can discontinue the installation, use and/or maintenance of any such items provided at any time without notice.

C. To promote the safety and well-being of all Students, faculty, and guests, Students and their guests shall 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, Students will be responsible for any fines imposed as a result of their guests' conduct.

#### **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, the Property Manager, the Property Submanager, 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 Property Manager may specify hereafter in writing:

For Howard Plaza Towers East, Howard Plaza Towers West, Drew Hall, Cook Hall, Harriet Tubman Quadrangle, Axis, College Hall North and South, and Bethune Annex:

Campus Apartments Management, LLC  
Director of On-Campus Housing & Operations  
Campus Apartments Management Office at Howard University  
2205 4th Street NW, Lower Level  
Washington DC 20059  
[See Property Manager's Property specific email]

and

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

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 Student Information and Registration System, (ii) by posting any such Notice to your student 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 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. Student shall work in cooperation with the Property Owner, the Property Manager, and their pest control technicians to seek resolution of any pest control issues that may arise whether discovered by the Property Owner, the Property Manager, the Property Submanager and/or the Student, the pest control technician and/or the Property Owner or Property Manager. Student shall promptly notify the Property Manager of the presence of any pests that Student observes in the Unit or within the Common Areas by contacting the Property Manager and submitting a request through the resident portal. Following completion of any pest treatment of the Unit (which may include one (1) full treatment and one (1) follow-up appointment), any additional concerns by Student or further evidence of pests shall require Student to submit an additional request through the resident portal.

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

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

**28. NO SMOKING POLICY**

Student agrees and acknowledges that the Property and the Units to be occupied have been designated as a NO SMOKING LIVING ENVIRONMENT and understands that Student shall not smoke or permit others to smoke anywhere in the Property. The term "smoking" includes, without limitation, lighting, inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or other tobacco product or other similar product which produces smoke, in any manner and in any form. "Similar product" includes, but is not limited to, marijuana (medical or otherwise) and any electronic cigarette or cigar device. Any violation of the University's no smoking policy as set forth in this Section and as may be set forth in the University's Policies and Procedures 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.

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

**29. MANDATORY STUDENT HOUSING ORIENTATION**

Student is 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 Student elects option (B), Student shall be responsible for obtaining access to the recorded orientation via the University's website.

[EXHIBIT A AND EXHIBIT B FOLLOW]

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

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

1. **Application Fee:** The Application Fee is a one-time fee for you to request placement in the Property, due and payable upon submission of your initial residency application. 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 Housing Fees.
2. **Housing Deposit:** Deposit for you to reserve your Bed which is due at the time and in accordance with the guidelines set forth by the University. Housing Deposits are credited to the Housing Fees otherwise due and payable by you under this License and, notwithstanding anything set forth in this License to the contrary, are non-refundable except as required by Applicable Law.
3. **Semester Housing Charges:** Charge for your Bed at the Property.
4. **Damage Assessments, Early Termination Fees, and Fines:** Assessments, fees, and fines which shall only be due if incurred by the Student (or the Student's guests) in accordance with this License (including the University Policies and Procedures) and/or such other guidelines set forth by the University.

As noted in Section 19 of this License, any default under this License by Student (including Student's failure to pay any amount required hereunder), may subject Student to University sanctions, including sanctions that, to the extent permitted by Applicable Laws, (a) prevent Student from registering as a student in the University and/or from obtaining grades, transcripts or diplomas, and/or (b) result in cancellation of current class registrations and/or graduation clearance. Further, failure to pay fees required hereunder shall constitute a debt to the applicable Property Owner, may be applied to the Student's academic account, and such repayment obligation or remedy hereunder shall survive the early termination or expiration of this License.

**EXHIBIT B**  
**HOUSING FEE FINANCIAL AID DEFERMENT POLICY**

We recognize that many students depend upon various sources to pay for housing, including out-of-pocket payments, third-party payments, payment plans and financial aid. Under this License, you are obligated to pay applicable Housing Fees at or prior to the Starting Date. However, we agree to conditionally defer payment of any portion of your Housing Fees that the University's financial aid office has ascertained will be paid from financial aid accommodations qualifying under the University Policies and Procedures, including, without limitation, Title IV federal grants and loans, 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 Property Owner and University will be authorized to immediately, subject to University payment application rules, credit such amounts to Housing Fees, or, if the Property Owner and/or University has assigned its rights to receive such payments to a lender or investor, asset manager, or other third party, the Property Owner and University will be authorized to immediately remit such amounts to the applicable third party to be credited to Housing Fees.
2. Upon receipt of any financial aid disbursements, including payments made or disbursed from Title IV federal grants and loans, 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 Housing Fees, or, if the Property Owner and/or University has assigned its rights to receive such payments to an asset manager or other third party, the Property Owner and University will be authorized to immediately remit such amounts to the applicable third party to be credited to Housing Fees.
3. If we determine that you are not fully eligible for any financial aid disbursements that you intended for deferred Housing Fees, those deferred Housing Fees will be charged to your student account and you will be required to pay them immediately. If you do not timely pay such out-of-pocket payments pursuant to your TouchNet payment plan, you will be in default of 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 Housing Fees, 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 Property Owner and University are authorized to release your personal information, including information regarding your financial aid status, to the Property Manager, to the Property Submanager, and to any lender or investor, asset manager, or other operator of the Property.
6. You agree not to attempt to seek the refund of any credit balance on your University account unless and until all Housing Fees have been paid even if you expect such Housing Fees to be later funded from financial aid disbursements.
7. The deadline for filing a request for financial aid deferment is the Starting Date. If you do not timely file such a request and have not otherwise paid any and all Housing Fees by the Starting Date, we may terminate your License, deny you the right to move into the Premises, and/or assess you a \$30.00 late charge for each month you are late in filing such request with us.

**BY EXECUTING THE RESIDENCE HALL LICENSE AGREEMENT TO WHICH THIS EXHIBIT B IS ATTACHED, I HAVE READ AND UNDERSTAND THE FOREGOING FINANCIAL AID DEFERMENT POLICIES AND ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS THEREOF ARE BINDING UPON ME.**