

2019-2020 Academic Year Housing License

Terms and

Conditions 2019/20:

By this Housing License ("License") made by and between the University of Maryland, Baltimore County ("UMBC" or "University") and Eligible Student Applicant as defined in Section 2. Eligibility below ("Resident") (and parent or guardian if student is under 18 years of age), the parties hereby agree as follows:

1. GENERAL CONDITIONS.

A. Resident is defined within Section 2. Eligibility and is subject to the terms and conditions noted within this License as well as all current rules, regulations, procedures and responsibilities stipulated within the UMBC undergraduate and graduate catalogs, student handbook, Code of Student Conduct, Residential Life ("RL") newsletters or announcements, and other relevant University documents as identified by RL. The Residential Facilities ("Facilities"), which are defined as the traditional residence halls and UMBC-assigned on-campus apartments, are provided as a service to students and are unique to the University community. This is a license for the provision of housing services. Therefore, this License and the residential and other services provided do not create a landlord/tenant relationship.

B. This License is personal to the Resident and is not transferable by the Resident.

C. RL may make changes to the License by giving the Resident a minimum of seven (7) days written notice before changes become effective with the exception of those changes that will have an impact on the health and/or safety of persons living in the Facilities. Implementation of health and/or safety changes will be immediate.

D. Failure to comply with the terms of this License will result in UMBC disciplinary action and/or termination of the License at the discretion of the Director of Residential Life or designee.

E. The University is committed to a stated policy of nondiscrimination. In accordance with that policy, the University does not discriminate in admission to and participation in education programs and activities, including room and board, and employment practices in accordance with federal laws, including, but not limited to Titles VI and VII of the Civil Right Act, Title IX of the Education Amendments, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act as amended, as well as state laws, and regulations (<http://humanrelations.umbc.edu/non-discrimination>).

2. ELIGIBILITY.

A. To be eligible for residence, Resident must be admitted and enrolled as a full-time (registered for twelve credits per semester for undergraduates or nine credits for graduate students), undergraduate, graduate, or special student at the University, except as may be permitted by the Director of RL or designee. Resident shall be deemed in breach of this License if he or she drops below the full-time course load during the License Term, however such a breach does not release Resident from the financial responsibility for this License.

B. Resident must fulfill mandatory immunization requirements, as outlined by University Health Services (UHS), to live in the Facilities. (See Section 13)

C. To be eligible to live in an apartment or Harbor Hall, Resident must have completed at least thirty (30) credits, lived on campus for two prior semesters, or be an approved participant in a living learning program.

Residents enrolled in the University of Maryland at Baltimore's Nursing Program may be housed at the discretion of the Director of Residential Life.

3. TERM. The Term of this License is for the entire 2019-2020 Academic Year ("AY") defined as beginning with the start of the Fall 2019 Semester, or upon Occupancy whichever occurs first, through the end of the Spring 2020 Semester. (See Break Periods Section 18)

4. OCCUPANCY. Occupancy means that a key and/or swipe card access has been issued to a specific Resident for a specified room and the Resident may then occupy the designated space for the Term. Occupancy begins upon issuance of a key and/or swipe card access to the Resident and ends twenty-four (24) hours after Resident completes finals, or at 8:00 PM on the last day of the Term whichever is earlier. Written authorization from RL is required for any other occupancy arrangement. Occupancy status does not require the actual physical presence of the Resident or his/her belongings.

5. CHECKOUT. If Resident has occupied the assigned room, Resident must follow proper checkout procedures to avoid additional checkout and/or lock change fees.

6. FAILURE TO OCCUPY. Unless prior arrangements have been made with RL in writing for late arrival, failure of Resident to take Occupancy by midnight on the second day following the official move-in date for each Semester will result in voiding of the License and Resident will forfeit the housing deposit and be charged a cancellation fee of \$400.

7. ASSIGNMENT OF SPACE. This is not a lease agreement. This License is for any RL assigned space in a residence hall or apartment and not for a specific room or bed. Resident is required to pay the published or officially announced rate for the single, double, triple, quad or apartment space that is assigned. With approval from RL, room changes may be made two weeks following the last day of check-in. The University reserves the right to make changes in assignments. If Resident moves to a different room or apartment without the prior approval of RL, Resident will be assessed a \$150 improper room change fee and be expected to return to his/her original room assignment. The University reserves the right to require Resident to move to a different room or apartment for reasons including, but not limited to: 1) assuring the most effective use of the Facilities and/or allocation of accessible spaces; or 2) when RL officials deem it advisable for the welfare and benefit of Resident and/or other students; or 3) when repairs and maintenance are required to correct a condition dangerous to the health and/or safety of the Resident or other residents of the Facility. The University administers requests for housing accommodation through Student Disability Services to provide equitable access to housing programs for residents with qualifying documented disabilities. Residents seeking accommodation due to disability must register via sds.umbc.edu.

8. TEMPORARY HOUSING. If Resident cannot immediately be assigned to a permanent assignment, a temporary assignment may be offered within the Facilities. If Resident accepts a temporary assignment, Resident must accept and move to a permanent assignment provided by RL when the space becomes available. If Resident does not move to the permanent assignment within 48 hours

of notice of reassignment to permanent space, RL reserves the right to block access to the temporary space and/or box Resident's belongings to clear the temporary space. Refusal to accept or move to a permanent assignment will not terminate this License and the Resident remains financially responsible for this License. If Resident refuses a temporary assignment, Resident may commute to campus until a permanent assignment becomes available paying a pro-rated amount based on the date the permanent assignment becomes available. A Resident who refuses a temporary assignment may also have his/her License cancelled at RL's discretion, forfeiting the Resident's housing deposit.

9. HOUSING DEPOSIT. Resident must submit a \$200 housing deposit as an indication of Resident's commitment to live on campus. The housing deposit serves as a fund against costs incurred by the Resident. The housing deposit is forfeited and nonrefundable if this License is cancelled or terminated for any reason prior to the end of the Term of the License. Resident has the option to "roll-over" the deposit for future on-campus housing or request a "credit-back" if resident completes the Term of the License in its entirety and does not wish to continue living on campus. At the end of the Term, the housing deposit will be credited back to the Resident's account where it will be subject to payment of Resident's unpaid housing costs, fees and charges. The housing deposit will be held in a non-interest bearing account and, as a result, interest will not accrue.

10. RATES AND PAYMENTS. Housing, board plan, and technology fee rates are approved by the USM Board of Regents ("BOR") on or before June 1 of each year; therefore, actual rates to be charged are available on or about June 1st of each year. The bill is due in full upon receipt or posting to the Resident's account with the University. Payment of the housing deposit (see Section 9 above) and balance due must be in accordance with deadlines established by RL and the Student Business Services Office. The housing rate for a temporary room assignment will be equal to the rate for a triple room in the assigned building. Rates and payments are subject to change. During the Term of this License, the University, by action of the BOR, reserves the right to alter any rates for housing or food services by giving at least thirty (30) days written notice to Resident. Written notice may be given by U.S. Postal service, email, or electronic announcement via approved University mechanism such as the MyUMBC web site.

11. INDEBTEDNESS. Failure to make payments will not release the Resident from the financial obligations of this License. However, failure to satisfy University financial obligations by published deadlines or billing due dates may result in any of the following actions by the University: collection actions, termination of License, ineligibility to License in the future, denial of meals, denial of transcripts and/or enrollment, and/or denial of services at the University's discretion. In accordance with any policies that the University may adopt, the University will charge late fees and interest on delinquent accounts. Collection costs of approximately 17% plus any attorney fees and/or court costs will be charged to the Resident/debtor.

12. EXECUTION OF THE LICENSE. This License is deemed accepted and effective upon execution of the Housing License Execution by RL only if the Housing License Execution has been signed by Resident (and parent or guardian if Resident is under 18 years of age) without any change to the terms of the License and RL is in receipt of the required \$200 housing deposit with the Execution.

13. REQUIRED MENINGITIS VACCINE FOR RESIDENTS. Maryland state law requires that students residing in university housing be vaccinated against meningitis. Resident may elect to waive this requirement if Resident (and parent/guardian if Resident is under 18 years of age) receives detailed information on the risks associated with meningitis and the availability and effectiveness of any vaccine; and, Resident (and parent/guardian, if Resident is under 18 years of age) signs a waiver stating that Resident (and parent/guardian, if Resident is under 18 years of age) has received and reviewed information provided and has elected not to receive the meningitis vaccine. Proof of vaccination or waiver must be on file in UHS prior to Occupancy.

14. MEAL PLANS. Without exception, Residents assigned to any residence hall are required to select The Ultimate Meal Plan, The Savvy 16, The Flexible 14, The Terrific 12, The Flexible 10 or The Super Block (225 meals-per-Semester Block Plan) plan. Residents of residence halls who do not select a Meal Plan will be assigned The Terrific 12 (12-meals per week plan). A Meal Plan is optional for students living in apartments. In addition to the previously mentioned Meal Plans, a Mini Block Plan (25 meals per semester), a Mega Block Plan (50 meals per semester) and 5 meals-per-week Meal Plan are available for apartment residents. Resident may change to a plan with fewer meals per week only during the first two weeks of each semester. After the first two weeks, meal plans may only be adjusted to a plan with more meals. Meal Plans are not available during Thanksgiving Break and Spring Break. If Resident is assigned to a 9-month residence hall room, Resident is required to purchase a January Meal Plan consisting of a minimum of \$50 in flexible spending dollars. Meal plan options are determined by the University Food Service Provider Contract.

LICENSE CANCELLATION BY RESIDENT. License cancellations prior to Occupancy (resident receipt of a key) will be accepted subject to charges noted below, provided written notification is received in RL prior to August 26th. Cancellation of this License by June 1st will result in forfeiture of the \$200 housing deposit. Cancellations after June 1st will result in forfeiture of the \$200 housing deposit plus the assessment of a cancellation fee that will be charged as follows:

- A. RL receipt of cancellation notification between June 2nd and July 1st will cause Resident to be charged an additional \$200.00 cancellation fee.
- B. RL receipt of cancellation notification between July 2nd and August 15th will cause Resident to be charged an additional \$300.00 cancellation fee.
- C. RL receipt of cancellation notification between August 16th and August 26th will cause Resident to be charged an additional \$350.00 cancellation fee.
- D. RL receipt of cancellation notification after August 26th is denied and Resident will be subject to Section 6.

LICENSE CANCELLATION BY RESIDENT for Spring Semester. License cancellations prior to Occupancy (resident receipt of a key) will be accepted subject to charges noted below, provided written notification is received in RL prior to January 27th. Cancellation of this License by January 1st will result in forfeiture of the \$200 housing deposit. Cancellations after January 1st will result in forfeiture of the \$200 housing deposit plus the assessment of a cancellation fee that will be charged as follows:

- A. RL receipt of cancellation notification between January 2nd and January 8th will cause Resident to be charged an additional \$75.00 cancellation fee.

B. RL receipt of cancellation notification between January 9th and January 18th will cause Resident to be charged an additional \$150.00 cancellation fee.

C. RL receipt of cancellation notification between January 19th and January 26th will cause Resident to be charged an additional \$300.00 cancellation fee.

D. RL receipt of cancellation notification after January 26th is denied and Resident will be subject to Section 6.

LICENSE RELEASE BY UMBC BY PETITION. UMBC may release Resident, after taking Occupancy or after Resident receipt of a key, from this License under limited circumstances upon receipt of a written Petition requesting such extraordinary action accompanied by appropriate documentation. To seek release from the terms and conditions, including financial, of this License, Resident must file a License Release Petition with RL. License Releases are extraordinary, not automatic, and will be reviewed, with appropriate supporting documentation, if satisfying one of the following circumstances:

for Residents seeking to fulfill academic requirements of UMBC which require work outside of commuting distance to UMBC (i.e. study abroad programs or internships or student teaching assignments more than 50 miles from UMBC);

for Residents graduating in December of the License Term; or

for Residents with exceptional circumstances (e.g. medical condition rendering the license an undue hardship or impossibility of use and occupation).

The Petition for License Release must be provided to Residential Life in person, via email, fax or through RT submission through the "help" tab in myUMBC prior to a case being reviewed. Review, for approval or denial, of the License Release Petition will be conducted by the RL License Appeals Board. A denial of the License Release will cause the Resident to continue to be obligated to the License terms and conditions, including financial responsibility, for the Term of the License. An approval of the License Release will include an effective date. License releases will also include cancellation of the meal plan unless resident opts to maintain a meal plan with Food Services. If the License Release is granted due to exceptional circumstances, and it is granted within the first six (6) weeks of the Fall Semester, Resident: (1) will receive a refund following the percentage refund schedule used by the University for tuition refunds, (2) will forfeit his/her Housing Deposit, and (3) will incur a \$500 License Release Fee. If the License Release is granted due to exceptional circumstances, but it is not within the first six (6) weeks of the Fall Semester, Resident: (1) will remain financially responsible for the costs of the License for the remainder of the current Fall or Spring Semester, receiving no refund for housing or meal charges, (2) will forfeit his/her Housing Deposit, and (3) will incur a \$500 License Release Fee.

17. LICENSE TERMINATION BY UMBC. If the License is terminated by UMBC, Resident will remain financially responsible for the costs of the License for the remainder of the current Fall or Spring Semester, receiving no refund for housing or meal charges, will forfeit his/her Housing Deposit, and will incur a \$500 License Termination Fee. The University reserves the right to terminate this License for the following reasons:

A. If Resident has breached any of the provisions of this License, including, but not limited to, eligibility requirements set forth in Section 2. above, or violated State or Federal laws;

B. If Resident is disciplinarily suspended or dismissed from the University or Resident's License is disciplinarily terminated due to violations of University rules or regulations; or

C. Failure to deliver all payments, including utilities (if applicable) to the UMBC Cashier's Office on or before the due date indicated on the electronic billing statement, or by the due date set by RL if earlier than the due date on the billing statement. Licenses will be cancelled July 10th for students with outstanding balances from the prior Spring semester. Exceptions to this Section 17.C. Termination may be approved by RL, at RL's discretion.

18. BREAK PERIODS.

A. Residence hall assignment, excluding 9-month housing. Housing is not provided during the Thanksgiving Break, Semester Break, Winter Session and Spring Break periods. Residence halls, excluding 9-month housing, are closed during these periods. Resident must leave his/her assigned space prior to the date and time established for hall closings and may not reenter any closed campus residence hall during this break period.

B. 9-month housing assignment. This assignment permits Resident to reside in his/her housing assignment over Thanksgiving Break, Semester Break, Winter Session and Spring Break. 9-month housing is located in designated spaces in Potomac Hall, the apartments, and the designated spaces in Harbor Hall. Students released from a 9-month housing license during the fall semester for the upcoming Spring semester must check out by the final fall closing check out deadline in December.

19. GENERAL PROCEDURES AND POLICIES.

A. Utilities. Costs of utilities have been included in the housing charge. Residents who exceed the monthly utility allowance (\$100 per resident) may be held responsible for an energy surcharge. Utility costs include electricity use.

Maintenance and Housekeeping. Residents are responsible to maintain their rooms or apartments in an orderly, safe and sanitary condition at all times. Residents will not perform their own repairs in the rooms or apartments, or on University furnishings and equipment, nor alter University furnishings or equipment from its intended use. Charges for repairs or damages, if appropriate, are determined by RL and/or the UMBC Department of Facilities Management and assessed to all students assigned to the room or apartment. Housekeeping is provided only in common areas such as stairwells, hallways and laundry rooms.

C. Common Damage Billing. Residential Life endorses shared responsibility for damages to community common areas and property. Residents will be collectively responsible for damage, theft, loss, or special service costs in the RL common areas, or to RL common property, when individual responsibility cannot be determined and when deemed appropriate by the Director of Residential Life or designee. Typically, charges will be divided equally among all residents in the commons area's residential community building, wing, or floor, as appropriate, or in a given area determined by RL.

D. Pets. With the exception of fish in an aquarium 10 gallons or less, pets and kept animals are not permitted in any residential facilities. Service animals (dogs trained to perform work for an individual with a disability) have access to residential areas when they are with the person whose disability they are serving, as are emotional support animals that are registered with the Residential Life Assignments office as an approved disability accommodation through the Office of Student Disability Services.

20. UNIVERSITY ROOM ENTRY AND INSPECTION CONDITIONS. Authorized university officials reserve the right to conduct an administrative search of the room or apartment occupied by Resident in the case of a health emergency or when there is reason to believe that a specific violation of RL or University policies is taking place that has the potential to impact the health or safety of the Resident or university community. Further, the University reserves the right to permit authorized university employees to enter/inspect all rooms or apartments under the following circumstances:

A. Prior to Resident taking Occupancy and prior to Resident's move-out;

B. To make repairs;

C. When there are reasonable grounds to believe that a condition exists that endangers health, safety, or security;

D. When there are reasonable grounds to believe that unauthorized or prohibited equipment, furnishings or other materials are present in the room or apartment;

E. When there are reasonable grounds to believe that non-licensed person(s) are living in the room or apartment or prohibited person(s) are present in the room or apartment; or

F. To make routine inspections for maintenance, health and safety, and to perform required services, as announced by RL.

21. LIABILITY. The University will assume no responsibility for accident, personal injury, or illness sustained by Resident or any guests or visitors of Resident. Resident shall indemnify and hold harmless UMBC, its officers, employees, agents, and students from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of this License or the use or occupancy of the room or apartment by Resident, its officers, employees, agents, guests, and invitees Resident brings to the Facilities.

22. INSURANCE. The University assumes no responsibility for the damage, theft or loss of personal property. The University strongly recommends that Resident secure insurance with a carrier of his/her choice to insure protection against loss. Resident may choose, at his/her own risk, to leave personal property in his/her assigned space during Break Periods. However, the University strongly encourages Resident to remove any valuable personal property.

23. FORCE MAJEURE. If the University's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond the University's control, then the University shall be excused from performance of this License and will not have any liability in connection therewith.

24. INTEGRATION CLAUSE. The parties agree that this License, including without limitation the UMBC undergraduate and graduate catalogs, student handbook, Code of Student Conduct, RL newsletters and announcements, and other relevant

University documents as identified by RL, constitutes the complete and exclusive statement of the agreement between them as to the specific subject matter hereof.

Agreement 1: I agree to assume the financial obligation and abide by the other terms contained in the License. I understand that this License is for the entire 2019-2020 Academic Year and that I am obligated financially for the costs of this entire Term. I understand that failure to enroll in courses and/or resolve any outstanding balances by July 10th may result in cancellation of my housing license see section 17.

Agreement 2: I understand that my \$200 deposit is not refundable if my License is cancelled or terminated, or if I am released from the terms of this License, for any reason prior to the end of the License Term, including, but not limited to, cancellation before enrollment, or for loss of housing due to financial, academic or disciplinary ineligibility. I will also be subject to fees as described in this License.

Agreement 3: I understand that the University has the right to reassign rooms and/or roommates, if deemed necessary and in the best interest of the residential community or the University, and that I am responsible for the charges for the room where I am re-assigned.

Agreement 4: I have read and understand the Housing License, and hereby acknowledge my agreement with the terms and conditions of the License. I further attest that I am in compliance with all eligibility requirements. I understand that this License will be terminated should i be found to have misrepresented my eligibility.

Resident: [REDACTED]

Date & Time Signed:
[REDACTED]