

## **Housing License for Abbreviated Term during Fall 2020 Academic Semester**

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 handbooks, Retriever Community Agreement, *COVID-19 Emergency Health and Safety Rules, Policies & Guidelines*, Code of Student Conduct, Residential Life (“RL”) Rights and Responsibilities Guide, 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 student 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 may be immediate.

D. Failure to comply with the terms of this License will result in UMBC conduct review and/or termination of the License at the discretion of the Director of Residential Life or designee. Failure to comply with the Retriever Community Agreement, or any of the *COVID-19 Emergency Health and Safety Rules, Policies, or Guidelines*, will also subject the Resident to a review for an immediate interim health and safety administrative removal from on-campus housing. The immediate interim health and safety administrative removal will be followed by an online/remote review with the Resident to determine whether it is more likely than not that the Resident engaged in these health and safety precautions.

E. The University is committed to a stated policy of nondiscrimination. In accordance with that policy, the University provides room and board accommodations without regard to race, creed, color, religion, sex, gender, pregnancy, ancestry, age, gender identity or expression, national origin, veterans status, marital status, sexual orientation, physical or mental disability, or genetic information.

### **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 Resident drops below the full-time course load during the License Term or otherwise fails to remain eligible, as defined above, 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)

3. TERM. The Term of this License is for a portion of the 2020 Fall Semester (“FS”) defined as beginning with the start of the Fall 2020 Semester, or upon Occupancy whichever occurs first, through November 25, 2020 at 8:00PM. (“Term” or “Abbreviated Term”)

4. OCCUPANCY. Occupancy, Occupied, and Occupy references 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 a designated space for the Term. Occupancy begins upon issuance of a key and/or swipe card access to the Resident and ends November 25, 2020 at 8:00PM. Written authorization from RL is required for any other Occupancy arrangement. Occupancy status does not require the actual physical presence of the Resident or Resident’s belongings.

5. CHECKOUT. If Resident has Occupied an assigned room, Resident must follow proper checkout procedures to avoid additional checkout and/or lock change charges.

6. FAILURE TO OCCUPY. Unless prior written arrangements have been made with RL for late arrival, failure of Resident to take Occupancy by 10PM on the second day of the Fall Semester will result in cancelling of this License and Resident will forfeit the housing deposit and be charged a termination fee of \$250.

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 space that is assigned. RL 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 charge, be expected to return to Resident’s original room assignment or vacate campus, and may face Student Conduct action. RL reserves the right to require Resident to move to a different space 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; or 4) when the Resident move is necessary due to COVID-19 impact. 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](http://sds.umbc.edu).

9. HOUSING DEPOSIT. Resident must submit a \$200 housing deposit as an indication of Resident's commitment to live on campus. The housing deposit also 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 were unchanged by the USM Board of Regents ("BOR"). Due to single room occupancy, all housing on-campus for this abbreviated term during the fall 2020 will be charged the combined housing and technology rate of \$3,925. Meal plan options are additional and provided below (Section 14). The bill is due in full upon receipt or posting to the Resident's UMBC account. Payment of the housing deposit (see Section 9 above) and balance due must be in accordance with deadlines established by RL and the UMBC's Student Business Services.

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 one of the following Meal Plans (names subject to change): The Ultimate Meal Plan, The Flexible 14, The Terrific 12, 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), or equivalent at the University's sole discretion. A Meal Plan is optional for students living in apartments, but strongly encouraged in light of the reliability of a Meal Plan and the potential for disruption in transportation and grocery store supplies due to the current emergency situation. 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 plan options are determined by the University Food Service Provider Contract ("Food Services").

15. LICENSE CANCELLATION BY RESIDENT. License cancellation by Resident prior to Occupancy will be accepted, subject to charges noted below, provided written notification is received in RL prior to the start of the License Term (Section 3). Written cancellation of this License received on or before July 31st will result in forfeiture of the \$200 housing deposit. Written cancellation received on or after August 1st will result in forfeiture of the \$200 housing deposit and the assessment of a \$175 cancellation fee. RL receipt of cancellation notification after the start of the License Term (Section 3) is denied and Resident will be subject to Section 6 (Failure to Occupy).

16. LICENSE RELEASE GRANTED BY UMBC. UMBC may release Residents with exceptional circumstances (e.g. medical condition rendering the License an undue hardship or impossibility of use and occupation) from this License after Resident takes Occupancy or after Resident receipt of a key, 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.

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 Term, receiving no refund for housing or meal charges, and will forfeit Resident's housing deposit, and incur a \$250 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; or

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. If Resident has violated or breached UMBC's Retriever Community Agreement or any of UMBC's COVID-19 emergency health and safety rules, policies, or guidelines; or

C. Due to failure by Resident to deliver all payments 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. Resident's License will be cancelled July 10th if Resident has an outstanding University balance from the prior Spring semester. Exceptions to this Section 17.C. Termination may be approved by RL, at RL's discretion.

18. FEES. Termination and Cancellation Fees cannot be appealed. Residents assessed a fee are responsible for making payment.

#### 19. GENERAL PROCEDURES AND POLICIES.

A. Maintenance and Housekeeping. Resident is responsible for maintaining their space (residential hall or apartment) in an orderly, safe and sanitary condition, consistent with COVID-19 guidelines at all times. Resident will not perform their own repairs in their space (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.

B. Common Damage Billing. RL adopts and enforces 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 RL or designee. Typically, charges will be divided equally among all residents in the common area's residential community building, wing, or floor, as appropriate, or in a given area determined by RL.

C. 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 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 space (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 policy(ies) 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 spaces (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 space (room or apartment);
- E. When there are reasonable grounds to believe that non-licensed person(s) are living in the space (room or apartment) or prohibited person(s) are present in the space (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 hereby indemnifies and holds 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 space (room or apartment) or Facilities by Resident, its officers, employees, agents, guests, and invitees Resident allows into the Facilities. Resident is prohibited from having non-building guests or invitees.

22. **INSURANCE.** The University assumes no responsibility for the damage, theft, or loss of Resident's personal property. The University strongly recommends that Resident secure insurance with a carrier of Resident's choice to insure protection against loss.

23. **FORCE MAJEURE.** If the University's performance hereunder is rendered impossible, hazardous, or is otherwise prevented, hampered, interrupted, impaired, or delayed due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riot, strike, labor difficulty, war (including civil war), embargo, epidemic, pandemic, evacuation, fire, flood, explosion, earthquake, quarantine restriction, any act or order of any civil or military authority, acts of any government, acts of governing authority, 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. Both parties (i.e. University and Resident) acknowledge and agree that they are entering into this License at a time when COVID-19 has already disrupted and caused

the termination or cancellation of preceding housing licenses from the spring 2020. The parties also acknowledge and agree that, while the COVID-19 response and evolution of impact(s) is current and ongoing, COVID-19 is a Force Majeure event, as defined above, and, with the knowledge that COVID-19 will continue to be a Force Majeure event for purposes of this License, notwithstanding, the parties wish to enter into this License with full knowledge and agreement that this License may be cancelled, terminated, or suspended under the Force Majeure paragraph above. Each party agrees that the University shall not be responsible for any damages sustained by the Resident.

24. INTEGRATION CLAUSE. The parties agree that this License, including without limitation the UMBC undergraduate and graduate catalogs, student handbooks, *Retriever Community Agreement, COVID-19 Emergency Health, Safety Rules, Policies & Guidelines, Code of Student Conduct, RL Rights and Responsibilities Guide, 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 this Housing License. I understand that this Housing License is for the Abbreviated Term during the fall 2020 semester 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 Housing 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 space and/or roommates, if deemed necessary and in the best interest of the residential community or the University. I understand that this reassignment may be caused by the need for my quarantine due to COVID-19 exposure.

Agreement 4\*:  I have read and understand this 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.

Agreement 5\*:  I have read and understand that this license may be cancelled by the University in the event that COVID-19 emergency guidance dictates closure of the Residential Facilities.

Agreement 6\*:  I understand that housing will not be provided beyond Wednesday, November 25, 2020 and I will need to completely vacate and remove all personal items.

