

Walker Avenue Apartments @ University of Maryland, Baltimore County

2020-2021 Housing License

THIS LICENSE made by and between the Maryland Economic Development Corporation ("Owner") and Eligible Student Applicant as defined in Section 8 below ("Licensee") and parent or guardian if Licensee is under 18 years of age, the parties hereby agree as follows:

1. **OWNER'S AGENT.** Owner has hired Capstone On-Campus Management, LLC ("Capstone" or "Agent") as its property manager to conduct and handle all business for Walker Avenue Apartments, located at 909 and 990 Walker Avenue, Catonsville, Maryland 21228 ("Facility" or "Facilities"). This includes addressing select Licensee issues, establishing and enforcing certain policies and procedures, and collection of License fees. Issues, policies and procedures not the responsibility of the Agent will be directed to the University of Maryland, Baltimore County ("UMBC" or "University" or "Residential Life" or "RL"). Note that when the term "Owner" is referenced herein, Agent is authorized to act on Owner's behalf. Additionally, reference to Agent or Capstone herein shall also include any successor agent designated by Owner.
2. **GENERAL CONDITIONS.** Eligibility is defined within Section 8 and is subject to the terms and conditions noted within this License and including, but not limited to, all current rules, regulations, procedures, and responsibilities stipulated within the License Fee Collection Policy (on page 5 of this Housing License), the UMBC Undergraduate and Graduate Catalogs (available at <http://catalog.umbc.edu/>), UMBC Policies (available at <https://studentaffairs.umbc.edu/policies/>), COVID-19 Emergency Health and Safety Rules, Policies & Guidelines, the UMBC Code of Student Conduct (available at: <http://www.umbc.edu/sjp/>), UMBC Residential Life Rights and Responsibilities Guide, newsletters or announcements, and other relevant University documents as identified by UMBC Residential Life.
 - The Facilities are provided as a service to students and are unique to the University community. This is a revocable license only, and not an easement or lease, for the provision of student housing services. Therefore, this License and the other services provided do not create a landlord/tenant relationship. This License is personal to the Licensee and is not transferable by the Licensee.
 - Agent may make changes to the License by giving the Licensee 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. Without limitation, Licensee acknowledges Agent's authority to implement additional rules, regulations and procedures, without prior notice to Licensee, at the sole discretion of the Agent, for the health and safety of the community, for reasons, including, but not limited to, COVID-19 and its impacts.
 - Failure to comply with the terms of this License will result in UMBC conduct review and/or termination of the License as further described in the UMBC Residential Life Rights & Responsibilities guide (available at <https://reslife.umbc.edu/>). 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 Licensee to a review for an immediate interim health and safety administrative removal from the Facility. The immediate interim health and safety administrative removal will be followed by an online/remote review with the Licensee by UMBC Residential Life to determine whether it is more likely than not that the Resident engaged in these health and safety precautions. UMBC Residential Life is the UMBC conduit for Walker Avenue Apartments and provides the following: information regarding academic standing, eligibility, and enrollment; the residence life program for the Facility including administering the student conduct process; the co-curricular experience; and supervising the Residential Life staff assigned to the Facility.
 - The University, Owner, and Agent are committed to a stated policy of nondiscrimination. In accordance with that policy, the Agent provides room accommodations without regard to race, color, national origin, ethnic background, ancestry, sex, age, marital status, sexual orientation, veteran's status, religion, creed, gender, pregnancy, gender identity or expression, genetic information, and physical or mental disability.
 - Licensee expressly acknowledges and agrees that the impact of COVID-19 upon the on-campus housing experience has been significant and unforeseeable. Licensee and Agent acknowledge and agree that the further unforeseeable COVID-19 impacts may alter the on-campus housing experience in ways including, but not limited to, quarantine restriction, prohibition of guests/visitors, shortening of Term, mandated use of personal protection equipment, required use of contact tracing technology, daily required personal health screening, loss of public transportation access, reduced or loss of access to food deliveries, and re-assignment of housing space (possibly repeatedly).
3. **TERM.** The obligation of Licensee to make License fee payments shall continue for the entirety of the "License Term" (defined below as the "Annual" or "Academic" Term) and until all such sums due Agent hereunder have been paid in full. Licensee does hereby acknowledge and agree that this License shall be in full force and effect for the entirety of the License Term, regardless of whether Licensee is for any reason unable to continue occupying the Facilities.
 - If selecting the Annual Term, this License shall become a legal and binding agreement upon the execution hereof by Agent (for and on behalf of Owner) and Licensee, and shall be for an occupancy term beginning **June 1, 2020** ("Term Commencement Date") and ending on **May 21, 2021** ("Termination Date").
 - If selecting the Academic Term, this License shall become a legal and binding agreement upon the execution hereof by Agent (for and on behalf of Owner) and Licensee, and shall be for an occupancy term beginning **August 24, 2020** ("Term Commencement Date") and ending on **May 21, 2021** ("Termination Date").
 - Any occupancy by Licensee of the Facilities subsequent to the Term shall be pursuant to a separate written Housing License by and between Agent and Licensee.
4. **COMMUNICATION FEE.** The University Communication Fee established by the University for each License Term is \$350 and is included in the License fees in Section 5. The University's Communication Fee can be referenced via the web at <http://reslife.umbc.edu/housing/housing-rates/>.
5. **LICENSE TERM, TYPE, FEE, AND PAYMENT SCHEDULE.** This License serves as final notice of payment deadlines and amounts due. All license fees due, per this license, are due on a per person basis. Evenly priced semester payments are intended to simplify the payment(s) plan and do not provide for a full month's use of the space during the first and last month of the License. Furthermore, these installments do not represent a daily room rate, as the use of the

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Facilities is for the academic period (typically fall and spring semester). Licensee Fees shall be based on the Term and Unit selected below and are due to the Agent on/before the payment due dates set forth below:

TERM AND TYPE	Payment Due May 25, 2020	Payment Due August 17, 2020	Payment Due January 18, 2021	Total License Fee
Annual 4 bedroom 2 bath	\$1,722.00	\$4,305.00	\$4,305.00	\$10,332.00
Annual 3 bedroom 2 bath (bedroom A or B)	\$1,860.00	\$4,650.00	\$4,650.00	\$11,160.00
Annual 2 bedroom 1 bath	\$1,922.00	\$4,805.00	\$4,805.00	\$11,532.00
Annual efficiency (bed/bath) or (bedroom C in 3 bedroom unit)	\$2,040.00	\$5,100.00	\$5,100.00	\$12,240.00
Academic 4 bedroom 2 bath	n/a	\$4,632.00	\$4,632.00	\$9,264.00
Academic 3 bedroom 2 bath (A, B)	n/a	\$4,924.00	\$4,924.00	\$9,848.00
Academic 2 bedroom 1 bath	n/a	\$5,068.00	\$5,068.00	\$10,136.00
Academic efficiency (bed/bath) or (bedroom C in 3 bedroom unit)	n/a	\$5,304.00	\$5,304.00	\$10,608.00

6. **RESERVATION FEE.** A reservation fee of \$200 must be paid on or before the date of License signing ("Reservation Fee") as an indication of Licensee's commitment to the terms of the License. The Reservation Fee is forfeited and nonrefundable if the License is cancelled or terminated for any reason in addition to applicable cancellation or termination fees outlined in this License. The Reservation Fee will be applied to the Licensee's first License fee payment unless otherwise arranged in advance with Agent.

If moving to Walker Avenue Apartments from Residential Life on-campus housing, the Licensee authorizes Residential Life to forward Licensee's \$200 Residential Life housing deposit on-file to Walker Avenue Apartments to serve as the Walker Avenue Apartments Reservation Fee, which will then be applied as a credit towards Licensee's first license fee payment at Walker Avenue Apartments.

7. **LICENSEE'S LIABILITY, INDEMNITY, AND INSURANCE NOTICE.** Licensee will indemnify and save harmless Agent, Owner, and the University from and against any and all liability arising from injury during the License Term to person or property occasioned wholly or in part by any act or omission of Licensee, or of the guests, occupants, assignees, or sub-licensees of Licensee. **Licensee is hereby advised that Agent does not carry insurance on Licensees' personal possessions and Licensee is strongly encouraged to secure apartment dweller's or similar insurance to cover any loss or damage to Licensee's personal property.** The Owner, Agent, and University assume no responsibility for the damage, theft, or loss of personal property. Licensee may choose, at Licensee's own risk, to leave personal property in Licensee's assigned space during holiday/break/low occupancy periods. However, Agent strongly encourages Licensee to remove any valuable personal property, lock all doors and windows, and take measures to secure/safeguard personal property and the Facilities during these periods.

If storing a bicycle on the Premises, Licensee is encouraged to secure the bicycle to the bicycle racks provided by Agent. All bicycles stored at the Premises must be registered with the UMBC Police Department, and must properly display the subsequently provided bicycle permit. Any bicycles secured at the Premises which do not properly display a UMBC bicycle permit may be removed at the bicycle owner's expense and risk.

8. **ELIGIBILITY.** To be eligible to have use of Assigned Space (as defined below) in the Facilities, Licensee must be admitted and enrolled as a full-time (registered for at least twelve (12) credits per semester for undergraduate students or nine (9) credits for graduate students), undergraduate, graduate, or special student at the University, except as may be permitted by the Director of UMBC Residential Life or designee. *Licensee shall be deemed in breach of this License if Licensee drops below the full-time course load during the License Term; however, such a breach does not release Licensee from the financial responsibility for this License.*
- A. Licensee must fulfill mandatory immunization requirements, as outlined by University Health Services, as may be amended from time to time, to live in the Facilities. (See Section 15)
 - B. To be eligible to have use of Assigned Space in Walker Avenue Apartments, Licensee must have completed at least thirty (39) credits by the end of Winter Session 2020.
 - C. Licensees enrolled in the University of Maryland at Baltimore's Nursing Program may be given use of a room at the discretion of UMBC Residential Life or designee.
 - D. Agent reserves the right not to renew or continue this License for any subsequent License Term periods (at Agent's sole discretion).
9. **OCCUPANCY.** Occupancy, Occupied, and Occupy references that access has been granted to a specific Licensee, via coding of an electronic key card or issuance of a traditional key, for a specified Assigned Space located in a specified unit and the Licensee may then occupy the designated space for the License Term ("Occupancy"). Occupancy begins upon granting of access to the Licensee and ends twenty-four (24) hours after Licensee completes final exams, or at 10:00am on the last day of the License Term whichever is earlier. Written authorization from Agent is required for any other occupancy arrangement. Occupancy status does not require the physical presence of the Licensee or Licensee's belongings. In the event that Agent shall commence legal action as a result of Licensee's holding over, Licensee shall additionally be liable to Agent for any and all court costs and reasonable attorney's fees incurred by Agent as a result.

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10. **CHECKOUT/DAMAGES/UTILITIES.** If Licensee has begun Occupancy, Licensee must follow proper checkout procedures to avoid additional checkout and/or lock change fees. In the event that any item(s) of personal property are left in the Facility after the License has been terminated, Agent will charge a storage fee or consider these to be abandoned and Agent may keep or dispose of same, as it deems fit without liability to Licensee or anyone else. A \$100/day fee may be charged for Licensee's failing to check-out by the published deadlines.

Agent adopts and enforces shared responsibility for damages to Facility common areas and property. Licensees will be collectively responsible for damage, theft, loss, or special service costs in the Facility common areas, or to Facility common property, when individual responsibility cannot be determined and when deemed appropriate, at Agent's sole discretion. At the discretion of the Agent, damage charges will be assessed to the responsible individuals; unit damages may be shared among unit occupants; damages within stairwells may be split among units within that stairwell. Damages identified by the Agent are final and conclusive.

Licensee is to conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. Licensee must maintain heating and cooling at levels generally considered to be comfortable in the judgment of Agent and other Licensees when the Facility is occupied. When the Facility is unoccupied in the cold weather months, Licensee shall keep the thermostat set at 68 degrees. When the Facility is unoccupied in warmer months, Licensee shall keep the air conditioning set in the "on" position, and the thermostat set at 76 degrees. Excessive utility usage (e.g.: running hosting servers or mining cryptocurrencies within the assigned space) may result in additional utility charges and will be assessed according to Owner/Operators ability to assess to specific licensees.

11. **FAILURE TO OCCUPY.**

Annual License: Unless prior arrangements have been made in writing with Agent for late arrival, failure of Licensee to take Occupancy by 10 pm (Eastern Standard Time) on June 3, 2020, or within 48 hours of signing this license (whichever comes later), at the discretion of the Agent, will result in cancellation of the License and Licensee will forfeit the Reservation Fee and be charged a license termination fee of \$500.

Academic License: Unless prior arrangements have been made in writing with Agent for late arrival, failure of Licensee to take Occupancy by 10pm (Eastern Standard Time) on August 29th, 2020 or within 48 hours of signing this license (whichever comes later), at the discretion of the Agent, will result in cancellation of the License and Licensee will forfeit the Reservation Fee and be charged a license termination fee of \$500.

12. **ASSIGNMENT OF SPACE/SUBLETTING. This is not a lease agreement.** *This License is for any Agent assigned space within Walker Avenue Apartments and not for a specific room or bed ("Assigned Space").* Licensee is required to pay the published or officially announced License fee/rate for the (four-bedroom, three-bedroom, two-bedroom, or efficiency) Assigned Space. With approval from Residential Life, room changes may be permitted two weeks following the last day of check-in. The Agent and Residential Life reserve the right to make changes in Assigned Space. If Licensee moves to a different room or apartment without the prior approval of Residential Life, Licensee will be assessed a \$150 improper room change fee, will be expected to return to Licensee's original Assigned Space, and may face Student Conduct action. The Agent and/or Residential Life reserve the right to require Licensee to move to a different Assigned Space (room or apartment) for reasons including, but not limited to: 1) assuring the most effective use of the Facilities (including consolidation and allocation of ADA compliant spaces); or 2) when Residential Life officials deem it advisable for the welfare and benefit of Licensee 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 Licensee or other licensees of the Facilities; or 4) when Agent deems it necessary, in Agent's sole discretion, that distancing or quarantine for the health and safety of the Licensee, or of community members.

Licensee agrees that the Assigned Space shall not be re-assigned nor sub-let to any other person without the express written consent of the Agent. Licensee understands and agrees that a violation of this provision is grounds for the termination of this license for cause.

The Agent administers requests for housing accommodation through UMBC Student Disability Services to provide equitable access to housing programs for Licensees with qualifying documented disabilities. Licensees seeking accommodation due to disability must register via sds.umbc.edu.

13. **INDEBTEDNESS.** Failure to make payments will not release the Licensee from the financial obligations of this License. However, failure to satisfy financial obligations by published deadlines or billing due dates may result in any of the following actions by the Agent: locks changed and blockage of access and removal of Licensee's belongings, collection actions, termination of License, ineligibility to License in the future, denial of future occupancy in any Capstone managed facility at the Agent's discretion. In accordance with any policies that the University and/or Agent may adopt, late fees and interest on delinquent accounts may be charged. Collection costs plus any attorney fees and/or court costs will be charged to the Licensee/debtor. See also License Fee Collection Policy which will be incorporated here into this document.
14. **EXECUTION OF THE LICENSE.** This License is deemed accepted and effective upon execution of the License by Agent only if License has been signed by Licensee (electronic or in-person signatures are both considered equally binding) (and parent or guardian if Licensee is under 18 years of age) without any change to the terms of the License, and Agent is in receipt of the required \$200 Reservation Fee (or confirmation from UMBC Residential Life that Licensee is eligible for a Residential Life Housing Deposit transfer of \$200 to serve as the required Reservation Fee).
15. **REQUIRED MENINGITIS VACCINE FOR LICENSEES.** Maryland state law requires that students residing in university housing be vaccinated against meningitis. *Licensee may request exemption from this requirement if Licensee (and parent/guardian if Licensee is under 18 years of age) receives detailed information on the risks associated with meningitis and the availability and effectiveness of any vaccine; and, Licensee (and parent/guardian, if Licensee is under 18 years of age) signs a waiver stating that Licensee (and parent/guardian, if Licensee 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 the University Health Services office prior to Occupancy.*
16. **PERMISSION AND MISSING PERSONS POLICY.** The Licensee and parent, guardian, and/or sponsor grants permission for Owner or its Agent to contact at any time the Licensee's parent, guardian, or sponsor regarding any issue related to the Licensee's residency. Further, the Licensee grants permission to the Owner and/or Agent to request and receive information from the University, and for the University to release information regarding GPA, judicial/disciplinary status or history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility/disbursement.

(Licensee's initials) _____

Under federal law (The Higher Education Opportunity Act), the Licensee has the right to confidentially register with Agent the name and contact information of an individual that Licensee would like contacted (within twenty-four (24) hours) if it is determined that Licensee is missing from the Facility and/or Licensee's whereabouts are unknown for a period of twenty-four (24) hours or more.

17. LICENSE CANCELLATION BY LICENSEE.

This License is a legally binding agreement. By signing this license, Licensee assumes responsibility for the terms, conditions, and obligations contained herein. Licensees who wish to cancel prior to taking occupancy must do so in writing by e-mailing the Agent at info@walkeravenueapts.com.

Annual License: License cancellations *prior to Occupancy* will be accepted, subject to charges noted below, provided Licensee's *written* notification is received by Facility management office prior to the start of the license term (Section 3).

- Cancellation of this License received prior to May 25th will result in forfeiture of the \$200 Reservation Fee.
- Cancellation of this License received between May 25th and May 31st will result in forfeiture of the Reservation Fee and shall be charged an additional Two Hundred Dollars Cancellation Fee.
- Cancellations received on or after June 1st, the first day of the License Term, will result in all License Fee installments remaining due and payable by the above listed due dates.

Academic License: License cancellations *prior to Occupancy* will be accepted, subject to charges noted below, provided Licensee's *written* notification is received by Facility management office prior to the start of the license term (Section 3):

- Cancellation of this License received prior to July 5th at 11:59pm will result in a refund of the \$200 Reservation Fee and no cancellation fees will be assessed
- Cancellation of this License received between July 6th and July 31st will result in forfeiture of the Reservation Fee..
- Cancellation of this License received between August 1st and before the start of the License Term will result in forfeiture of the Reservation Fee and shall be charged an additional Three Hundred and Fifty Dollars ("the Cancellation Fee").
- Cancellation requests received on or after the first day of the License Term are denied and are subject to Section 11 (Failure to Occupy) above.

Spring Only License: License cancellations *prior to Occupancy* will be accepted, subject to charges noted below, provided Licensee's *written* notification is received by Facility management office prior to the start of Spring semester: Cancellation of this License prior to December 31st will result in forfeiture of the \$200 Reservation Fee. Cancellations on or after January 1st will result in forfeiture of the \$200 Reservation fee and the assessment of a Cancellation Fee that will be charged as follows:

- Cancellation of this License on or after January 1st but before the start of the Spring Semester will result in forfeiture of the Reservation Fee and shall be charged an additional Two Hundred Dollars Cancellation Fee.
- Cancellation requests received on or after the first day of the Spring Semester, will result in all License Fee installments remaining due and payable by the above listed due dates.

18. LICENSE RELEASE GRANTED BY AGENT AFTER START DATE.

Agent may, at its sole discretion, release Licensee from this License, under limited circumstances described below, 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, Licensee must file a license release petition with Agent submitted via the UMBC Residential Life Housing License Petition Request Form provided by Agent upon written request by Licensee. License releases are extraordinary, not automatic, and will be reviewed, with appropriate supporting documentation, if satisfying one of the following circumstances:

- A. for Licensees seeking to fulfill academic requirements of the University which require work outside of commuting distance to the University (e.g.: study abroad programs or internships or student teaching assignments more than 50 miles from University);
- B. for Licensees graduating prior to the end of the License Term;
- C. for Licensees with exceptional circumstances (e.g. medical condition rendering the License an undue hardship or impossibility to use and occupy); or,
- D. for Licensees who plan to withdraw from the University prior to the end of the License Term.

Review, for approval or denial, of the license release petition will be conducted by Agent. A denial of the License Release will cause the Licensee to continue to be obligated to the License terms and conditions, including financial responsibility, for the License Term. An approval of the License release will include an effective date.

If the License Release is granted due to exceptional circumstances, Licensee: (1) will receive a refund following the percentage refund schedule used by the University for tuition refunds, and (2) will forfeit their Reservation Fee.

- If the License Release is granted due to exceptional circumstances, and it is granted prior to September 3, 2020, Licensee will also incur a \$500 License Fall License Termination Fee.
- If the License Release is granted due to exceptional circumstances, and it is granted after October 1, 2020, but prior to end February 2, 2021, Licensee will also incur a \$500 Spring License Termination Fee.

19. LICENSE TERMINATION BY AGENT.

If the License is terminated by University or Agent, Licensee (1) will remain financially responsible for the costs of the License for the remainder of the current Fall or Spring Semester, receiving no refund, and (2) will forfeit their Reservation Fee, and (3) will incur a \$500 License Termination Fee if the termination occurs in the Fall Semester only. The University and/or the Agent reserve the right to terminate this License for the following reasons:

- A. If Licensee has breached any of the provisions of this License, including, but not limited to, eligibility requirements set forth in Section 8, or violated state or federal laws.
- B. If Licensee is disciplinarily suspended or dismissed from the University or Licensee's License is disciplinarily terminated due to violations of University rules or regulations.
- C. If Licensee has violated or Breached UMBC's Retriever Community Agreement or any of UMBC's COVID-19 emergency health and safety rules, policies, or guidelines.

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- D. Failure to deliver all payments, including charges in addition to the License fee (if applicable) to the Walker Avenue Apartments management office on or before the due date indicated in this Housing License. This License may be terminated prior to the License term start date for failure to pay outstanding balance on prior term Licenses.
- E. If, based upon reasonably reliable information, the University/Agent determines the Licensee may pose a threat to the safety of self or others and/or to the stability of normal educational functions of the University, Licensee may be temporarily suspended/removed from the Facility at the discretion of University/Agent pending the outcome of their judicial/administrative review.

Exceptions to this Section 19. Termination may be approved by Residential Life and/or Agent, at their discretion.

- 20. **PHOTOGRAPH RELEASE.** Licensee gives permission to Owner and Agent, to use, without liability or remuneration, any photograph or photographic image taken of Licensee while participating in Agent/University sponsored events, or while Licensee is in the common areas, public spaces, grounds, buildings, or offices of Facilities. The use of Licensee's photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes. Questions or concerns about this Photograph Release should be directed to the Walker Avenue Apartments management.
- 21. **PACKAGE RELEASE.** Licensee authorizes Agent to accept or reject packages, parcels, and deliveries on behalf of Licensee. Licensee hereby acknowledges that accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Licensee also understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Licensee agrees to hold Agent free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Licensee understands that if such packages, parcels or deliveries are not claimed with seven (7) days, they may either be returned to the sender or discarded as Agent deems appropriate. Packages, parcels, or deliveries that arrive prior to a licensee's Occupancy or after move-out may also be returned to sender, or discarded as Agent deems appropriate in Agent's sole discretion. Licensee warrants that he or she shall not cause the shipping of illegal or hazardous items to the Facility.
- 22. **MAINTENANCE / CLEANING / MOISTURE CONTROL.** Licensee is responsible for maintaining their Assigned Space in an orderly, safe and sanitary condition, consistent with COVID-19 guidelines at all times. Licensee will not perform their own repairs in their Assigned Space, or on Facility furnishings and equipment, nor alter Facility furnishings or equipment from its intended use. Licensee agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Assigned Space. To prevent or minimize the occurrence and growth of mold, Licensee hereby agrees to: remove any visible moisture accumulation in or on the Assigned Space, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; keep climate and moisture in the Assigned Space at reasonable levels. Licensee shall clean and dust the unit regularly, and shall keep the Assigned Space (particularly the kitchen and bathroom), clean and dry. Licensee shall promptly notify Agent in writing of the presence of any of the following conditions: a water leak, excessive moisture, or standing water inside the Assigned Space or any common areas; mold or mildew growth in or on the Assigned Space that persists after Licensee has tried to remove it with household cleaning solution, such as Lysol or Pine-sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach; a malfunction in any part of the heating, air-conditioning, or ventilation system in the Assigned Space. Licensee shall be liable to Agent for damages sustained to the Assigned Space or to Licensee's person or property or to other licensee's person(s) or property as a result of Licensee's failure to comply with these terms.
- 23. **PETS.** Pets are prohibited, except for fish in 10-gallon aquarium or smaller. 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 UMBC Residential Life Office as an approved disability accommodation through the UMBC Office of Student Disability Services.
- 24. **ROOM ENTRY AND INSPECTION CONDITIONS.** Authorized University officials and Agent reserve the right to conduct an administrative search of the Assigned Space occupied by Licensee in the case of a health emergency or when there is reason to believe that a specific violation of Residential Life or University policies is taking place that has the potential to impact the health or safety of the Licensee and/or University community. Further, the Agent/University reserves the right to permit authorized University employees to enter/inspect all rooms or apartments, including the Assigned Space under the circumstances outlined in the UMBC Community Living Guide, including, but not limited to: performing maintenance or assessing damage; when there are reasonable grounds to believe that a condition exists that endangers health, safety, or security; when there are reasonable grounds to believe that unauthorized or prohibited equipment, furnishings, or other materials are present in the Assigned Space; When there are reasonable grounds to believe that non-licensed person(s) are living in the Assigned Space, or prohibited person(s) are present in the Assigned Space; or, to make routine inspections for maintenance, health and safety, and to perform required services, as announced by Agent or UMBC's Office of Residential Life.
- 25. **LIABILITY.** The University, Owner, and Agent will assume no responsibility for accident, personal injury, or illness sustained by Licensee or any guests or visitors of Licensee. Licensee shall indemnify and hold harmless Owner, Agent, University, 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 Assigned Space and/or Facilities by Licensee, its officers, employees, agents, guests, and invitees. Licensee is prohibited from having guests from outside of the Facility.
- 26. **KEYS/ELECTRONIC CARD ACCESS.** Wherever physical key issuance is applicable, they are considered the property of the Owner and must be returned at the end of Licensee's Occupancy. Charges of Fifty Dollars (\$50.00) per key will be assessed for damaged, bent, or broken keys requiring replacement, providing that the actual damaged key is returned. Lost keys, or keys not returned at the end of the License Term will result in a lock core change at an additional charge of One Hundred Dollars (\$100.00). Licensee agrees not to duplicate, distribute, or loan keys, or any electronically coded access cards, to others. Licensee agrees not to alter any locks or install additional locks. Licensee may request a receipt for all keys returned to the Agent. Loaner keys/cards may be checked out at the Management Office during regular business hours at no additional cost. Any loaner keys/cards issued after regular business hours will result in a charge of Five Dollars (\$5.00) per occurrence. Any loaner keys not returned during the specified loan period will be considered lost, and billed One Hundred Dollars (\$100.00) for a lock core change, as referenced above. Any loaner cards not returned during the specified loan period will be billed at Ten Dollars (\$10.00) per occurrence.
- 27. **FORCE MAJEURE.** If the Owner/Agent and/or University's performance hereunder is materially hampered, interrupted, rendered impossible, hazardous, or is otherwise prevented, 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, lockout, 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, administrative or judicial regulations, order or decree by any local

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or national emergency, and/or any other cause or event, similar or dissimilar, beyond the Agent's control, then the Owner/Agent shall be excused from performance of this License and will not have any liability in connection therewith.

Both parties (i.e. Agent and Licensee) 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 by the Agent under the Force Majeure paragraph above. Each party agrees that neither the Agent or its assigns, University, nor Owner shall be responsible for any damages sustained by the Resident.

28. **NOTICE REGARDING TEMPORARY HOUSING.** Agent expects Licensee's Assigned Space within the Facility to be available on the license start date. If for any reason Licensee's Assigned Space cannot be occupied on this date, Agent will provide Licensee with alternate accommodation near the campus of the University of MD, Baltimore County (the "Temporary Housing") or make other arrangements pending availability, all at Agent's sole discretion. Agent will provide notice to Licensee of such Temporary Housing or other arrangements at Licensee's permanent address and email provided in the license application no later than one week prior to the start of the license. This License will remain in full force and effect during Licensee's occupancy of the Temporary Housing and the License fees due hereunder will be due without adjustment or reduction. When Licensee's Assigned Space is ready for occupancy, Agent will relocate Licensee to the Facility.
29. **TERMINATION DUE TO HEALTH EMERGENCY.** In the event the Walker Avenue Apartments at UMBC is required by Executive Order issued by the Governor, or by Federal, State or County law, or if Agent otherwise deems it necessary based on available scientific evidence or best practices issued by the U.S. Centers for Disease Control or the Maryland Dept. of Health to reduce occupancy at the Walker Avenue Apartments in order to protect Licensee's health, welfare, safety or prevent the spread of COVID-19, or due to any other health threat or emergency, the Agent may terminate this License upon 30 days' notice to Licensee. If at that time such notice of termination is given Licensee has already taken occupancy of the Assigned Space, Licensee will be financially responsible, on a prorated basis, for License Fees from the start of their License through the date on which they move out and complete the check-out process. If Licensee has not taken occupancy of the Assigned Space at the time such notice is given, Licensee's license fees shall be abated and Agent shall refund the reservation fee.

LICENSE FEE COLLECTION POLICY 2020-2021

The following License Fee Collection Policy is incorporated by reference and made a part to the License between Owner and Licensee for the 2020-2021 Term.

1. No bills, invoices or statements will be sent. Communications to the Continuing Guarantor regarding any modifications and/or changes to the License are the sole responsibility of the Licensee.
2. All payments are due and payable as set forth by the License on the License fee due date by cashier's check, certified check, personal check, money order, or credit card (Visa or MasterCard only) and electronic clearinghouse payments via the resident portal on the www.walkeravenueapts.com website.
3. Payments in check-form shall be made payable to "Walker Avenue Apartments" and paid at the Walker management office (909 Walker Avenue, Catonsville, MD 21228) either via US Mail or in-person during normal business hours Monday – Friday, 9:00 a.m. – 5:00 p.m. Post-mark will not be used to determine whether or not payments by mail were received by deadline. It is the responsibility of the Licensee to ensure payment arrives within three (3) business days of License fee due date.
4. Credit card and electronic clearinghouse payments ("EFT") are available via the *resident portal* at www.walkeravenueapts.com. Please note that electronic payments will carry a 2.5% processing fee per transaction.
5. License fees must be paid in full on the due dates specified in the License, Financial Aid Addendum, or Installment Plan Addendum. No partial, incomplete, or postdated checks will be accepted. Postdated checks, incomplete checks, or checks not made payable to Walker Avenue Apartments will be mailed back to the address of record for Licensee. Please write Licensee's full name and apartment number in the memo section of the check.
6. There will be a five percent (5%) late fee charged to Licensee's account if License fee is paid AFTER the third (3rd) business day after the License fee due date. Late charges are considered to be due and collectable as additional License fees.
7. If License fee is not paid in full by the due dates specified in the License, Financial Aid Addendum, or Installment Plan Addendum, administrative and collections actions may be taken to collect same and/or to recover the Assigned Space. Failure to remit payment within 15 calendar days of the due date will result in immediate blockage of access, followed by removal and disposal of Licensee's belongings. Once a Licensee has been found to be in default under the terms of the License, the Agent or their designee makes the determination that the Licensee should be removed. Notice is sent to the Licensee's mailbox and a copy of the same notice is affixed to the Assigned Space door of the Licensee ("the Removal Notice"). The Removal Notice gives the Licensee a date and time by which they must remove their belongings from the Facilities (the "Removal Date"). The Removal Date will be not less than 48 hours and never more than five (5) days from the date of the Removal Notice. The Removal Date will always be on a normal business day. On the Removal Date, if the Licensee has not checked-out and deactivated Licensee's card access to the Assigned Space, Maryland Economic Development Corporation ("MEDCO") will enter the Assigned Space. MEDCO will remove Licensee's card access to the Assigned Space. If the Licensee is present, MEDCO will ask the Licensee to remove themselves from the Facilities. If the Licensee refuses, MEDCO will ask for assistance from the University to remove the Licensee from the Facilities. All personal belongings of the Licensee in the Assigned Space will be packaged up at the Licensee's expense and risk. For belongings in the common area and bathroom, MEDCO will work with the other licensees to identify what belongs to the Licensee who has been removed. MEDCO will use its best judgment, and the Agent or designee will make final determination of which property belongs to the removed Licensee. All of these items will be stored for five (5) business days in the Facilities at the Licensee's expense and risk. If the Licensee does not contact the Agent to reclaim these items, they will be disposed. The cost for all such actions will be charged to Licensee's account.
8. Personal checks will be accepted at the discretion of the Agent. In the event a personal check is not accepted, the balance must be paid by cashier's check, certified check, credit card, or money order only. Checks and/or ACH payments will be only submitted to the issuing bank once for payment. If payment is returned for non-sufficient funds (NSF), Licensee is required to repay the amount of the balance due and all additional charges immediately upon notification. All

(Licensee's initials) _____

returned transactions are charged a twenty-five dollar (\$25.00) "NSF" fee, in addition to the five percent (5%) late charge if applicable. After one (1) NSF payment, Agent will no longer accept personal checks or EFT payments from Licensee; only cashier's checks, certified checks, or money orders will be accepted.

9. Any License fee not paid when due will be reasonable grounds for termination and/or non-renewal of the License.
10. If Licensee is applying financial aid and wishes to delay payment until financial aid funds become available, Licensee must complete and submit the Financial Aid Agreement along with supporting documentation to the Management Office by the published due date for each semester. Any Financial Aid Agreements submitted after the published due date will not be accepted. Licensee will then be required to remit payment for license fees according to the schedule outlined in section 5 of this license.
11. Agent requires, as a condition of this License, a binding Continuing Guaranty of License (the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this License by Agent. Agent reserves the right to cancel this License in the event such Guaranty is not fully executed and returned to the Agent within fifteen (15) days from the date of execution of this License by Licensee, or if such Guaranty is not fully executed and returned to the Agent prior to occupancy, whichever occurs first. Licensee understands that the Guaranty must be obtained directly from the parent or sponsor and that Agent reserves all rights both civil and criminal, for any false execution or forgery of the Guaranty. Licensee acknowledges that this License is for an essential necessity of Licensee, and that Licensee shall be fully bound by all of the terms and conditions hereof irrespective of Licensee's age or legal status. The execution of the Guaranty constitutes an additional insurance to Agent of the performance of the covenants of this License and shall not be construed as a release of Licensee's responsibilities and obligations hereunder.

(Licensee's initials) _____

Acknowledgements Page for Walker Avenue Apartments 2020-2021 License

Please read and initial next to each of the following, indicating that you understand and agree to the terms set forth in this page:

_____ By submitting this form online, I agree to assume the financial obligation and abide by the other terms contained in the 2020-2021 Walker Avenue Apartment License and that I am obligated financially for the costs of this entire License Term (Annual: June 1, 2020 – May 21, 2021; Academic: August 24, 2020 – May 21, 2021).

_____ I understand that I must pay the \$200 Reservation Fee directly to Walker Avenue Apartments in order execute this License, and to be eligible for a space assignment from the Walker Avenue Apartments Management. If moving to Walker Avenue Apartments from Residential Life on-campus housing, I authorize Residential Life to forward my \$200 Residential Life housing deposit on-file to Walker Avenue Apartments to serve as the Walker Avenue Apartments Reservation Fee, which will then be applied as a credit towards my first License fee payment at Walker Avenue Apartments.

_____ I understand that my \$200 Reservation Fee is not refundable if my 2020-2021 Walker Avenue Apartment License is cancelled or terminated or if I am released from the terms of the 2020-2021 Walker Avenue Apartment 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 have read and understand that I will also be subject to fees (in addition to forfeiting the \$200 Reservation Fee) as described in this License if my License is cancelled or terminated prior to the end of the License Term.

_____ I understand that the University and/or Agent 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 space to which I am reassigned. I understand that this reassignment may be caused by the need for my quarantine due to COVID-19 exposure.

_____ I have read all 29 sections of this 2020-2021 Walker Avenue Apartment License and assert that I am in compliance with all eligibility requirements. I understand that this 2020-2021 Walker Avenue Apartment License will be terminated should I be found to have misrepresented my eligibility. By signing this 2020-2021 Walker Avenue Apartment License Verification, I agree to all the terms and conditions of this housing license, sections 1-29.

_____ I have read and understand the License Fee Collection Policy as outlined in the 2020-2021 Walker Avenue Apartment License, which includes, but is not limited to, the following actions should I not make my payments on time: assessment of late fees, blockage of access to my space, and removal of my personal items.

_____ I understand that I must submit a signed Continuing Guarantor Form *prior* to checking in, and that failure to submit a signed Guarantor Form constitutes a breach of the terms contained in this agreement and are cause for termination. Licensees over the age of 24, international students, and graduate students may contact Walker Avenue Apartments for alternatives to this form if they are unable to secure a guarantor.

_____ I have read and understand that this License may be cancelled by the Agent in the event that COVID-19 emergency guidance dictates closure of the University Residential Facilities..

TERM AND TYPE	Payment Due May 25, 2020	Payment Due August 17, 2020	Payment Due January 18, 2021	Total License Fee	Licensee's Initials
Annual 4 bedroom 2 bath	\$1,722.00	\$4,305.00	\$4,305.00	\$10,332.00	
Annual 3 bedroom 2 bath (bedroom A or B)	\$1,860.00	\$4,650.00	\$4,650.00	\$11,160.00	
Annual 2 bedroom 1 bath	\$1,922.00	\$4,805.00	\$4,805.00	\$11,532.00	
Annual efficiency (bed/bath) or (bedroom C in 3 bedroom unit)	\$2,040.00	\$5,100.00	\$5,100.00	\$12,240.00	
Academic 4 bedroom 2 bath	n/a	\$4,632.00	\$4,632.00	\$9,264.00	
Academic 3 bedroom 2 bath (A, B)	n/a	\$4,924.00	\$4,924.00	\$9,848.00	
Academic 2 bedroom 1 bath	n/a	\$5,068.00	\$5,068.00	\$10,136.00	
Academic efficiency (bed/bath) or (bedroom C in 3 bedroom unit)	n/a	\$5,304.00	\$5,304.00	\$10,608.00	

Name: _____

Social Security Number _____
(or Federal ID number if international)

Signature: _____

Date: _____

Signature of Agent: _____

Date: _____

(Licensee's initials) _____