

## 2021-2022 Academic Year Housing License

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, including, but not limited to, COVID-19 symptom tracking, testing, and vaccination requirements, 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 housing license termination review with the Resident to determine whether it is more likely than not that the Resident engaged in these health and safety violations.

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, breach of

Terms and  
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2021/22:

Section 1.D. above, 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 and vaccination 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, Resident must have completed at least fifty (50) credits or lived on campus for two prior semesters.

D. To be eligible to live in 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.

3. TERM. The Term of this License is for the entire 2021-2022 Academic Year (“AY”) defined as beginning with the start of the Fall 2021 Semester (August 31, 2021), or upon Occupancy whichever occurs first, through the end of the Spring 2022 Semester (May 25, 2022). Exceptions to the length of the Term may be made for University approved December graduates and University approved Spring Semester study abroad participants. (See Break Periods Section 20)

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 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 (Section 3) 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 Resident’s belongings.

5. CHECKOUT. If Resident has Occupied the 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 following the official move-in date for each Semester will result in cancelling of the License and Resident will be charged a termination fee of \$700.

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. 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 and be expected to return to Resident’s original room assignment. 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. 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](https://sds.umbc.edu).

8. TEMPORARY HOUSING. If Resident cannot immediately be assigned to a permanent space, a temporary space may be offered within the Facilities. If Resident accepts a temporary space, Resident must accept and move to a permanent space provided by RL when the space becomes available. If Resident does not move to the permanent space 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 space will not terminate this License and the Resident remains financially responsible for this License. If Resident refuses a temporary space, Resident may commute to campus until a permanent space becomes available paying a pro-rated amount based on the date the permanent space becomes available. If Resident refuses a temporary space, Resident's License may be cancelled at RL's discretion, and Resident may be assessed a \$700 termination fee.

9. HOUSING RESERVATION FEE. Resident must submit a \$200 Housing Reservation Fee as an indication of Resident's commitment to live on campus. The Housing Reservation Fee will be held in a non-interest bearing account until housing charges are posted to the Resident's student account in the Fall for academic year residents, or in the Spring for Spring only residents, or at the time of cancellation/termination, whichever comes sooner.

Resident who have a Housing Deposit on file with RL, as of Spring 2021, will not be responsible for paying the Housing Reservation Fee for the License Term. The Housing Deposit will be applied in the same manner as the Housing Reservation Fee.

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 UMBC account. Payment of the Housing Reservation Fee (see Section 9 above) and balance due must be in accordance with deadlines established by RL and the UMBC's Student Business Services. The housing rate for a temporary room space 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 website.

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 Reservation Fee, unless waived by Residential Life, 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, students assigned to any residence hall are required to select one of the following Meal Plans (names subject to change): 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. Student 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 student residents living in apartments. In addition to the previously mentioned Meal Plans, a Mini Block Pan (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 (“Food Services”).

15. LICENSE CANCELLATION BY RESIDENT. License cancellation by Resident prior to Occupancy (Section 4) will be accepted and subject to Cancellation Fee charges noted in the table below, provided written notification is received by RL prior to the start of the License Term (Section 3).

<b>RL Receipt of Cancellation Notification</b>	<b>Cancellation Fee</b>
Prior to May 31, 2021	\$200
June 1, 2021- June 30, 2021	\$400
July 1, 2021- July 31, 2021	\$500
August 1, 2021- August 30, 2021	\$600

RL receipt of cancellation notification after August 30, 2021, the start of the License Term (Section 3), is denied and the Resident will be subject to Section 6 (Failure to Occupy).

16. LICENSE CANCELLATION BY RESIDENT ENTERING FOR SPRING SEMESTER ONLY. License cancellation by Resident, entering for Spring Semester only, prior to Occupancy will be accepted and subject to Cancellation Fee charges noted in the table below, provided written notification is received by RL prior to the start of the License Term (Section 3).

<b>RL Receipt of Cancellation Notification</b>	<b>Cancellation Fee</b>
Prior to January 1, 2022	\$200

January 1, 2022- January 30, 2022	\$400
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RL receipt of cancellation notification after January 30, 2022, the start of the Spring Semester, is denied and Resident will be subject to Section 6 (Failure to Occupy).

17. LICENSE RELEASE GRANTED BY UMBC. UMBC may release Resident 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 upon receipt and approval 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, the UMBC Housing License Petition Request Form must be submitted to Residential Life by Resident. License releases are extraordinary, not automatic, and will be reviewed, with appropriate supporting documentation.

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.

If the License Release is granted, Resident will be subject to Termination Fee and Housing Charges noted in the table below, based upon the License release effective date.

<b>License Release Effective Date</b>	<b>Termination Fee</b>	<b>Applicable Housing Charges</b>
Occupancy or August 31, 2021 whichever comes first until September 6, 2021	\$700	Daily Fall Prorate
September 7, 2021- September 13, 2021	\$0	20% of Fall Housing Costs
September 14, 2021- September 20, 2021	\$0	40% of Fall Housing Costs
September 21, 2021- September 27, 2021	\$0	60% of Fall Housing Costs
September 28, 2021- October 4, 2021	\$0	80% of Fall Housing Costs
October 5, 2021- January 30, 2022	\$700	100% of Fall Housing Costs
Occupancy (for Spring only Resident) or January 31, 2022 whichever comes first, until February 6, 2022	\$700	Daily Spring Prorate
February 7, 2022-	\$0	20% of Spring Housing Costs

February 13, 2022		
February 14, 2022 February 20, 2022	\$0	40% of Spring Housing Costs
February 21, 2022- February 27, 2022	\$0	60% of Spring Housing Costs
February 28, 2022- March 6, 2022	\$0	80% of Spring Housing Costs
After March 6, 2022	\$0	100% of Spring Housing Costs

License releases will also include cancellation of the meal plan unless Resident opts to maintain a meal plan with Food Services.

18. LICENSE TERMINATION BY UMBC. If this 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 and will incur a \$700 License Termination Fee if the termination is in the Fall Semester. 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;

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, including, but not limited to, COVID-19 symptom tracking, testing, and vaccination requirements, if applicable; or

D. 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 18.D. Termination may be approved by RL, at RL's sole discretion.

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

20. BREAK PERIODS.

A. Residence hall housing, excluding 9-month 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 their assigned space prior to the date and time established for hall closings and may not re-enter any closed campus residence hall during these break periods.

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

## 21. 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 at all times complying with all health and safety guidelines provided by RL. 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. Animals and 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 (ESAs) that are registered with the Residential Life Office as an approved disability accommodation through the Office of Student Disability Services (SDS). Animals that are intrinsically predatory or dangerous (e.g. certain snakes/reptiles and birds), wildlife or endangered species (e.g. primates), and large animals (i.e. over 40 lbs) will generally be excluded as ESAs at UMBC. Exclusion determinations will be made on a case-by-case basis with University staff that may include SDS, Residential Life, Student Affairs leadership, Environmental Health & Safety, and University Legal Counsel.

22. 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 facilitate Roster (Attendance) Verifications at the start of each semester;

C. To make repairs;

D. When there are reasonable grounds to believe that a condition exists that endangers health, safety, or security, including, but not limited to, COVID-19 mitigation measures;

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

F. 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

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

23. **LIABILITY.** The University will assume no responsibility for accident, personal injury, or illness sustained by Resident or any guests or visitors of Resident. Resident acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by COVID-19 on campus and that such exposure or infection may result in serious illness and/or death. Resident hereby indemnifies and holds harmless UMBC, the University System of Maryland, the State of Maryland, their officers, employees, Regents, 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.

24. **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. Resident may choose, at their own risk, to leave Resident's personal property in their assigned space during Break Periods. However, the University strongly encourages Resident to remove any valuable personal property.

25. **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. The parties 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. 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, altered, 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.

26. 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.

**SAMPLE**