

UMass Boston License Agreement

Dear «Primary_First_Name» «Primary_Last_Name»,

Congratulations!

We are excited about your interest to live in the UMass Boston Resident Halls!

This letter is confirmation that your housing application has been accepted. The next step to secure your housing assignment at UMass Boston is to complete the following licensing packet. This letter should be read carefully for proper instructions in securing your housing at UMass Boston. In order to take advantage of this offer and be confirmed for housing, please **complete the licensing packet by 5pm (Due date entered here)**. We understand that you may still be choosing which University you want to attend next fall and it's an exciting and overwhelming time. If you do not wish to commit to live in housing by the above deadline, please contact us to request a new licensing packet. Licenses will be offered for a space in the building and not a specific room or room type.

Keep in mind you will be responsible for the terms of the license, September 2, 2023- May 18, 2024. **This is a legally binding document if you attend UMass Boston. The Reservation Fee is non-refundable after May 1st 2023**

License Agreement Packet:

You must complete the License Agreement, and Payment Plan Option Information sections electronically. Once completed, the person you submitted as your Guarantor on your housing application will receive the License Agreement packet.

Guarantor of License

All residents of UMass Boston housing are required to have a Guarantor for their License Agreement. A **Guarantor** is a cosigner that is legally bound by all terms and conditions of UMass Boston's Housing License Agreement. Additionally, the UMass Boston staff is authorized to discuss all matters related to the License Agreement with the Guarantor. They will be required to sign both the License Agreement and Guarantor Form.

Housing Reservation Fee

The \$300 Housing Reservation Fee you have submitted is **non-refundable after May 1, 2023**. The Housing Reservation Fee will be applied to your first rent installment.

Payment Options

Full semester payments are due August 15, 2023 and January 15, 2024. Residents have the option to spread each semester payment of the License fee over four (4) installments. These installment payments will also be due on the 15th of each month. Details can be found in the Payment Plan Options form below.

Office Location

Please feel free to visit us in the Office of Housing and Residential Life on the ground floor of the East Residence Hall Building, 240 Morrissey Blvd, Boston, MA 02125-3450.

Mandatory Meal Plan

All residents are required to have a meal plan while living in the residence halls. Meal plan information can be found at https://www.umb.edu/housing/meal_plans. Additional information regarding the meal plan options will be provided closer to the summer prior to move in.

Don't forget to visit our website at https://www.umb.edu/housing/on_campus. Check out and "LIKE" our Facebook page Office of Housing and Residential Life, follow us on Instagram @umbhousing and Twitter @umbostonhousing. We post important updates about the residential community.

We understand that this is an important decision, and we want you to make the choice when you have all the information regarding your University selection. We hope you choose to join our community and will continue to provide you with as much information as possible. If at any point you have questions about availability of any unit types or where you stand in the process, please don't hesitate to contact us at: housing@umb.edu or via phone at 617-287-6011.

Sincerely,

The Office of Housing and Residential Life



This on-campus residential license (“License”) is made by and between Provident Commonwealth Education Resources, Inc. (“Owner”) and «Primary First Name» «Primary Last Name» Eligible Student Applicant as defined in Section 6 below (“Licensee”) and Guarantor) for Occupancy (as defined in Paragraph 8 herein) in a Unit located in the University of Massachusetts Boston Residence Halls (“Residential Facility”), a residential student housing community located on the campus of University of Massachusetts Boston (“University”), and by execution hereof the parties agree to the following terms and conditions for Occupancy in a Unit:

- 1. OWNER’S AGENT.** Owner has hired Capstone On-Campus Management, LLC (“Agent”) as its property manager to conduct and handle all business for the Residential Facility. This includes addressing select Licensee issues, establishing and enforcing certain policies and procedures, and collection of License fees. Issues, policies and procedures that are not the responsibility of the Agent will be directed to the University and the Residential Facility, and collection of Rent and Additional Rent (as each is defined herein). Note that when the term “Owner” is referenced herein, Agent is authorized to act on Owner’s behalf. Additionally, reference to Agent herein shall also include any successor agent designated by Owner.
- 2. GENERAL CONDITIONS.** Resident’s rights under this License to occupy the Unit are conditioned upon and subject to Resident’s full compliance with the terms and conditions of this License, Office of Housing and Residential Life Handbook, and all rules, regulations, procedures and responsibilities stipulated by the Owner or by the University, undergraduate and graduate catalogs, newsletters or announcements, and other relevant University documents as same become available. The Residential Facility is provided as a service to students of the University and is unique to the University community. This License is personal to the Licensee and is not transferable by the Licensee. Licensee understands and agrees that a violation of this provision is grounds for the termination of Licensee’s license for cause. Agent may make changes to the policies and regulations governing the Residential Facility by giving 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 Residential Facility. Implementation of health and/or safety changes to the policies and regulations governing the Residential Facility will be immediate. Failure to comply with the terms of this License may result in termination of the License. It is understood that certain authority is reserved to the University under this License for the purpose of enforcing the University Code of Conduct including, in particular, protecting the health and safety of students and the University community.
- 3. LICENSE TERM, RENT AND ADDITIONAL RENT.** **The License Term is for the academic year of the University.** The License Term shall begin on September 3, 2023 (the “Start Date”) and shall end on May 20, 2024 (the “End Date”).

RENT. This License serves as a final notice of payment deadlines and amounts due. **Bills, invoices, or statements are not required and will not be sent to Resident.** 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 Facilities is for the academic period (typically fall and spring semester). Room rate fees vary depending on the assignment the student receives. Students are not guaranteed a particular assignment nor room rate. Rent shall be based on the License Term and Unit assigned and is payable as follows:

PAYMENT OPTIONS. Full semester payments, per person, are due August 15, 2023 and January 15, 2024 as listed below. Please note: Available room types are subject to change



Room Type	Total Agreement Fee	Semester Payment Total
Single Unit w/Community Bath	\$13,128	\$6,564
Single Unit w/Private Bath	\$14,580	\$7,290
Large Single Unit w/Private Bath	\$14,884	\$7,442
Double Unit w/ Community Bath	\$11,332	\$5,666
Large Double Unit w/ Community Bath	\$11,476	\$5,738
Double Unit w/Private Bath	\$13,304	\$6,652
Large Double Unit w/ Private Bath	\$13,580	\$6,790
Triple Unit w/Community Bath	\$8,904	\$4,452
Triple Unit w/Private Bath	\$10,708	\$5,354
Quad Unit w/Private Bath	\$10,244	\$5,122

Residents have the option to spread each semester payment of the License fee over four (4) installments per person as listed below.

Room Type	Total Agreement Fee	Payment Installments
Single Unit w/ Community Bath	\$13,128	\$1,641
Single Unit w/Private Bath	\$14,580	\$1,822.50
Large Single Unit w/Private Bath	\$14,884	\$1,860.50
Double Unit w/ Community Bath	\$11,332	\$1,416.50
Large Double Unit w/ Community Bath	\$11,476	\$1,434.50
Double Unit w/Private Bath	\$13,304	\$1,663
Large Double Unit w/ Private Bath	\$13,580	\$1,697.50
Triple Unit a/Community Bath	\$8,904	\$1,113
Triple Unit w/Private Bath	\$10,708	\$1,338.50
Quad Unit w/Private Bath	\$10,244	\$1,280.50

Rent includes all furniture, utilities, Streaming TV, and Wi-Fi. Rent shall be due and payable in advance on the dates of the option selected above to Agent at the on-site Office of Housing and Residential Life or such other address as designated in writing by Agent. Rent is payable in the exact amount due by personal check, cashier’s check, certified check, money order, or by any alternate electronic method which Agent chooses to make available. No second party checks will be accepted. Agent will not accept or hold any partial payment of Rent or Additional Rent (as defined hereinafter). Multiple checks totaling the full payment due will only be accepted if delivered in a sealed envelope to Agent.

The Late Fee, Insufficient Funds Fee, Convenience Fee and any other fees, charges and expenses required to be paid by Licensee under the terms of this License shall be collectively referred to herein as “Additional Rent”.

- a. ELECTRONIC PAYMENT OF INSTALLMENT: A Licensee may select to pay Rent or Additional Rent online through the Resident Portal Website with a credit card or bank draft. Each credit/debit card transaction will incur a nonnegotiable 2.5% Convenience Fee determined by the payment amount. The Convenience Fee is a third-party provider fee and cannot be waived. Licensee has



the option to pay an installment online with a "bank draft" to avoid the Convenience Fee. In order to set up a bank draft payment, Licensee must provide its bank account and routing number. Any payment with a debit card processed as credit transaction will incur the Convenience Fee. Failure to pay the total sum due for any installment shall be an Event of Default.

- b. MAILED PAYMENTS: Personal checks made payable to Provident Commonwealth Education Resources, Inc. (PCER) and must be hand delivered or mailed to the following address: Office of Housing and Residential Life, University of Massachusetts Boston, 240 Morrissey Blvd, Boston, MA 02125-3450.
- c. LATE FEE: Licensee shall pay the full amount due in US funds at the on-site Office of Housing and Residential Life or at such other place as may be designated by Agent or online on or before its due date. In the event the amount due is not received by Agent prior to the close of business on the thirtieth (30th) day following its due date, Licensee shall pay a Late Fee equal to thirty-five dollars (\$35) on the thirtieth (30th) day. If the thirtieth (30th) day of the month falls on a Saturday, Sunday, or legal holiday, the amount due must be received prior to the close of business of the first (1st) business day prior to the weekend or holiday. Licensee further agrees that Agent has the exclusive right to determine how Resident's payments are applied towards the outstanding monetary obligations of Licensee under this License. Delivery of Rent and Additional Rent to Agent is the sole responsibility of Resident.
- d. INSUFFICIENT FUNDS. An Insufficient Funds Fee of \$25.00 will be charged to Licensee for each insufficient fund check returned by Resident's bank. Thereafter, Agent has the option to require that all future installments and charges shall only be paid by Licensee in the form of cashier's check or money order.
- e. FINANCIAL ASSISTANCE. If Licensee intends to apply a portion of Resident's financial assistance or scholarship monies to the Rent and wants to a request an extension to make payment until such funds become available, Licensee must opt into having excess aid transferred directly to the Agent. Agent, in its sole discretion, can approve or deny such extension.
- f. GUARANTY. This License is conditioned upon the Licensee providing 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 terminate this License as described in Section 13 in the event such Guaranty is not fully executed and returned to Agent within fifteen (15) days from the date of execution of this License by Resident, or if such Guaranty is not fully executed and returned to Agent prior to occupancy, whichever occurs first. The Guaranty must be obtained from and signed by the Guarantor of Resident. Agent reserves all rights both civil and criminal, for any false execution or forgery of the Guaranty. Licensee acknowledges that this License is a necessity of Licensee and that Licensee shall be fully bound by all of the terms and conditions hereof irrespective of Resident's age or legal status. The execution of the Guaranty constitutes an additional assurance to Agent of the performance of the covenants of the License and shall not be construed as a relicense of Resident's responsibilities and obligations hereunder.
- g. DEFAULT. If Licensee has a past due balance of over \$1,000 after the last installment date of November 15th, agent may begin process of cancelling license agreement. Agent will begin



communicating past due balances the first business day after November 15th. If Licensee is unable to reduce balance to under \$1,000 or otherwise set up a payment plan, this license will be cancelled and licensee will be required to move out of the space by the last day of finals or on a date otherwise agreed to by Licensee and Agent.

4. **RESERVATION FEE.** A Reservation Fee of \$300 must be paid at the time of or prior to signing this License Agreement. The Reservation Fee indicates interest in on-campus living and does not guarantee a space in the Residence Halls. The Reservation Fee is refundable upon request to cancel this housing agreement for all requests received through May 1st. If the License is terminated, after May 1st and before occupancy, for any reason the Licensee will forfeit the Reservation Fee to Agent, and Agent shall have the right to enforce the remedies outlined in Section 13. If the License is not terminated, the Reservation Fee will be applied toward Resident's first installment of Rent.

5. **INDEMNIFICATION AND INSURANCE NOTICE.** Neither Owner nor Agent shall be liable for any damage or injury to Licensee or any other person, or to any property, occurring in the Unit, the Residential Facility, or any part thereof, unless such damage or injury is the result of the gross negligence or willful misconduct of Owner or Agent, their agents or employees. Licensee shall be responsible to obtain fire, extended coverage, and liability insurance with respect to his/her contents of the Unit. Licensee understands that neither Owner nor Agent's insurance cover Resident's belongings from losses not caused by Owner or Agent's negligence. Agent recommends that Licensee obtain an all-risk policy in addition to marking all valuables for "Operation Identification." Agent recommends and encourages Licensee to lock doors and to take other measures to secure their own personal property at all times. Licensee may, at his/her own risk, leave personal property in his/her Unit during holidays/breaks/low occupancy periods but Agent suggest removing any valuable personal property during such periods.

6. **ELIGIBILITY.** Resident's rights to occupy the Unit and use the Residential Facility under this License are expressly conditioned upon and subject to Licensee being admitted, enrolled as a full-time student, and in good standing as an undergraduate, graduate, or special student of the University (the "Required Enrollment Status"). It shall be an Event of Default under this License if Licensee at any time during the License Term does not satisfy the Required Enrollment Status for a Resident. Any failure by Licensee to satisfy the Required Enrollment Status shall not release Licensee from its obligations under this License. The Licensee grants permission to the Agent to request and receive information from the University, and for the University to release information to Agent to verify the Required Enrollment Status of the Resident, including but not limited to GPA, judicial/disciplinary status or history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility/disbursement. Upon written request of the Agent, Licensee agrees to provide to Agent any information, reasonably requested to prove his/her Required Enrollment Status.

7. **OCCUPANCY/HOLDOVER.** Occupancy means card access has been given to Licensee for a specified room located in a specified unit ("Unit") and Licensee may then occupy the designated room and Unit for the License Term, subject to Resident's compliance with the terms of this License. Occupancy ends at 12:00 PM on the last day of the License Term or within 24 hours of your last final, whichever comes first. Extensions will be permitted on a case-by-case basis. Written authorization from Agent is required for any other occupancy arrangement. Occupancy does not require the actual physical presence of Licensee or his/her belongings. In the event Licensee does not timely vacate the Unit following termination of this



License, Licensee shall be deemed a tenant at sufferance and shall be liable for holdover rent in an amount equal to 200% of the Rent due under this License not to exceed the maximum allowable under applicable law. If Agent shall commence legal action as a result of Resident's holding over, Licensee shall also be responsible to pay for any and all court costs and reasonable attorney's fees incurred by Agent as a result, as Additional Rent.

- 8. CHECKOUT / DAMAGES.** If Licensee has occupied the assigned Unit, Licensee must follow proper checkout procedures to avoid additional check-out and/or lock change fees. Personal property of Licensee that remains in the Unit or Residential Facility after termination of the License will be considered abandoned and discarded, if not retrieved within 30 days of Agent's written notice to Resident's last known address. At the discretion of Agent, damage charges will be assessed to the responsible Resident, notwithstanding that Unit damages may be shared among Unit occupants; and damages within common spaces may be split among Units within that floor. Damages, as identified by Agent are Additional Rent which, are due and payable to Agent within 15 days of Agent's written demand to Resident. Residents will have the opportunity to appeal any damages assessed to their student account.
- 9. ROOMMATES AND ASSIGNMENT.** This License is for Occupancy of a portion of an available bedroom within a furnished Unit, including an extra-long twin bed, desk, chair, and dresser, of the Residential Facility, as assigned by Agent prior to occupancy, and is not for a specific Unit. Roommate requests are not guaranteed, including mixed gender roommate requests. Although the Agent will attempt to accommodate students' assignment and roommate requests, students are not guaranteed their requests. If a resident's assignment is changed, the appropriate adjustment will be made in the room rate fee, if applicable. Room rate fee adjustments will be prorated if assignments are changed during an academic term. No room change requests will be considered for the first two weeks of each term. A licensee who cannot be assigned to a regular space may be assigned to "overflow" housing, which is a temporary assignment, until a permanent assignment is made.

Requests for mixed gender housing must be agreed upon and fill the occupancy availability of the Unit. If an individual in a mixed gender bedroom is approved to terminate a License, the remaining residents of the Unit may be reassigned. License cannot be terminated based on a failure to receive requested roommates. Room change requests must be submitted via a request form to the Office of Housing and Residential Life. Submittal of a room change request does not guarantee that request will be approved. Only Agent is permitted to make Unit assignment changes and Agent reserves the right to make such changes as it deems necessary and appropriate. If Licensee changes its Unit assignment without the approval of Agent, Licensee will return to its original assignment and agrees to pay an assessed fee of \$100 for Agents costs and expenses involved in the unauthorized Unit assignment change.

Agent reserves the right to require Licensee to move to a different Unit for reasons including, but not limited to: 1) assuring the most effective use of the Residential Facility (including consolidation and allocation of handicap equipped spaces), or 2) when University officials and/or Agent 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 Licensee or other residents. The Americans with Disability Act (ADA) requires accessibility needs are accommodated by Agent. Accordingly, if Licensee has mobility impairment, Licensee may request accommodations from Agent. Certain units of the Licensee Facility are already equipped with certain accommodations and Licensee should not remove or otherwise adjust such accommodations. Licensee agrees that the Unit shall not be assigned nor sublet 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 Residents lease for cause.

10. FAILURE TO OCCUPY. If Licensee shall abandon the Unit voluntarily or involuntarily, such abandonment shall be an Event of Default and, in addition to other remedies following an Event of Default, Agent shall have the right to re-license the Unit upon such terms as Agent in its discretion may deem reasonable and advantageous; and, in the event of such re-licensing, Licensee shall be and remain liable for any deficiency in Rent, expenses incident to such re-licensing, damages which Agent may sustain by virtue of Licensee's abandonment and any other Additional Rent due. In the event of Licensee's abandonment of the Unit or failure of Licensee to occupy the Unit, Agent shall have the right to enter and take possession away from the Licensee, by means of court proceeding or any other means permitted by law. Agent has no obligation to obtain permission from Licensee to assign a new Licensee to the Unit, nor does Agent have any obligation to inform Licensee of any new Licensee assignment or move in. Examples of abandonment of the Unit include, but are not limited to, failure to file a written request to terminate as per paragraph #13, failure to check in, failure to pick up keys from Office of Housing and Residential Life, within seven (7) days of the Start Date. Licensee who fails to check in may have their room assignment forfeited and license agreement terminated.

11. EVENTS OF DEFAULT. Each of the following shall constitute Events of Default under this License:

- a. Failure by Licensee to make any full and timely payment of Rent and Additional Rent when due;
- b. Failure by Licensee to comply with any of the other provisions of this License;
- c. Failure to take occupancy or Abandonment of the Unit by Licensee;
- d. Failure by Licensee to comply with the Office of Housing and Residential Life rules and regulations, University Code of Conduct, as stated in Section 2, or any applicable local, State or Federal laws;
- e. Failure by Licensee at any time during the license term to satisfy the Required Enrollment Status, as stated in Section 6;
- f. Any fraud, forgery, misrepresentation or omission by Licensee in connection with this License or Guaranty; and
- g. Any other event that is specifically identified as an Event of Default under this License.

12. REMEDIES UPON DEFAULT. In the event an Event of Default has occurred, in addition to any other remedies provided in this License or available at law or equity, Agent shall have the right to:

- a. Terminate this License Agreement and require the Licensee to return keys and vacate the building.
- b. Reenter the Unit to take possession upon giving proper notice;
- c. Accelerate and declare the Rent for the entire License Term immediately due and payable, and Agent may proceed to collect the Rent due for the entire License Term;
- d. Collect from Licensee all of the Owner's expenses, including legal fees incurred in legal proceedings and otherwise to recover possession and all costs involved in re-renting and any difference between



the Rent provided by this License (including fees and costs as described herein) and the rent received by the Owner under the new license, if any.

- e. Institute a lawsuit or action to enforce its rights under this License;
- f. Declare Licensee ineligible to license in the Residential Facility in the future.

All rights and remedies available to Owner/Agent by law, including but not limited to those described herein, shall be cumulative and concurrent, and exercise by Owner/Agent of any one right or remedy shall not prevent Owner/Agent from exercising any other rights or remedies available to it. Licensee shall be liable to Owner/Agent for any costs and expenses, including court costs and reasonable attorney's fees, incurred by Owner/Agent in enforcing its rights under this License.

13. CANCELLATION «E1_Init» «Eg1_Init»

This License is a legally binding agreement, which cannot be terminated unilaterally by the Licensee. A request to terminate this license must be in writing and in the form approved by Agent for all requests on or after May 1st.

Licensees who request to terminate their license agreement after the end of the add/drop period will remain responsible for the entire term of the License unless the Agent is able to find a replacement Licensee under the exact same terms and conditions of the licensing agreement. Cancellation fees may apply at the discretion of the Agent. Agent has no obligation to find a substitute Licensee or accept the request for termination if a substitute Licensee is not located or such substitute Licensee does not execute a license.

REQUEST TO TERMINATE DUE TO WITHDRAWAL FROM UMASS BOSTON. Residents who submit notification of withdrawal from the University and never move into the residence halls no later than the end of the add/drop period will be released from their license agreement and will forfeit the \$300 reservation fee and will be subject to the cancellation fee based on date of notification of withdrawal.

REQUEST TO TERMINATE DUE TO SPECIAL CIRCUMSTANCES. Agent may, at its sole discretion, release Licensee from this License, under extreme and very limited circumstances. Licensee must file a Housing Cancellation Request Form with the Agent AND accompanying, appropriate and verified documentation. This list of special circumstances is not exclusive or exhaustive but are some examples of special circumstances. Licensees seeking to fulfill academic requirements of the University which require work outside of commuting distance to the University (i.e. study abroad programs or internships or student teaching assignments more than 50 miles from University; Licensee s graduating in December of the License Term; or Licensee s with exceptional circumstances (i.e. medical condition rendering the License an undue hardship or impossibility to use and occupy).

Review for approval or denial of the license release petition will be conducted by members of the Occupancy Management Committee. 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, and it is granted within the first five (5) weeks of the Current Fall or Spring Semester, the Licensee: (1) will be financially responsible only for the time they have been in residence, and (2) will forfeit their Reservation Fee of \$300. If the License Release is granted due to exceptional circumstances, but it is not within the first five (5) weeks of the current Fall or Spring Semester, the Licensee (1) will remain financially responsible for the cost of the License for the remainder of the current fall or Spring Semester, Licensee will receive a pro-rated refund, if applicable, if , Agent is able to have an eligible replacement Licensee sign a license agreement for the exact same terms and conditions.

- 14. SUSPENSIONS/REMOVALS.** Licensees who become no longer eligible to reside in the Residential Facility due to violations of the terms of this License or for failure to maintain the Required Enrollment Status as described in Section 6 above will remain responsible for all of the obligations of Licensee under this License, including the obligation to pay Rent and Additional Rent. If Licensee is suspended/removed following an Event of Default under this License, Licensee will no longer be permitted to reside in or visit the Residential Facility. If, based upon reasonably reliable information, Owner/Agent or University officials determine 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 and removed from the Residential Facility at the discretion of Agent or University officials pending the outcome of a conduct or hearing or other applicable University policy and procedures.
- 15. NOTICE REGARDING TEMPORARY HOUSING.** If for any reason Licensee's Unit cannot be occupied on this date, Owner will provide Licensee with alternate accommodation near the campus of the University (the "Temporary Housing") or make other arrangements, all at Owner's sole discretion. Agent will provide notice to Licensee of such Temporary Housing or other arrangements at Licensee's University email and phone number provided in the housing application no later than August 27, 2023. This License will remain in full force and effect during Licensee's occupancy of the Temporary Housing and the rent due hereunder will be due without adjustment or reduction. When Licensee's Unit is ready for occupancy, Owner will relocate Licensee to the Residence Halls.
- 16. 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 the Residential Facility. The use of Licensee's photograph or photographic image shall in no way be used other than for legitimate business purposes.
- 17. CELLULAR/WIRELESS INTERNET SERVICE RELEASE.** Licensee acknowledges that Owner and Agent do not guarantee or otherwise promise in any fashion any specific cellular or wireless internet signal levels will be available in all areas of the Residential Facility.
- 18. AIR QUALITY/MOISTURE CONTROL.** Licensee agrees to take reasonable steps in order to prevent or minimize the occurrence and growth of mold and mildew within the Unit. To prevent or minimize the occurrence and growth of mold and mildew, Licensee hereby agrees as follows: Licensee shall remove any visible moisture accumulation in or on any surfaces within the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures and to mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in the private bathroom (if applicable) when necessary; and to keep climate and moisture in the Unit at reasonable levels. Licensee shall clean and dust the Unit regularly and



shall keep the Unit (particularly the 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 Unit or any common areas; mold or mildew growth in or on the Unit 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 Unit. Licensee shall be liable to Agent for damages sustained to the Unit or to another resident's person or property as a result of Licensee's failure to comply with these terms.

- 19. REQUIRED IMMUNIZATION/VACCINATIONS FOR RESIDENTS.** All residential students must comply with the State of Massachusetts and University immunization/vaccination requirements. Massachusetts law (MGL Ch. 76, s.15D) requires newly enrolled full-time students attending a secondary school or postsecondary institution (e.g., colleges) who will be living in a dormitory or other congregate housing licensed or approved by the secondary school or institution to receive a dose of quadrivalent meningococcal vaccine. Licensee may be exempted from this requirement if Licensee objects thereto in a written statement signed by the Licensee, or parent/guardian if Licensee is under 18 years of age, explaining how the administration of immunizing agent conflicts with the Licensee's religious tenets or practices. Proof of vaccination or Licensee's written objection thereto must be on file with University Health Services Office prior to Occupancy. Failure to meet this requirement is an Event of Default.
- 20. PETS.** Pets are **not** permitted in or about the Unit or the Residence Halls. Upon proper documentation being supplied to Agent, Service Animals and approved Emotional Support Animals (ESA) shall be excluded from the no pet rule.
- 21. ALCOHOL AND OTHER DRUGS.** Possession or consumption of alcoholic beverages is not permitted anywhere on the property, regardless of age. Displays of full or empty alcohol containers is prohibited. Violations of this policy will result in disciplinary action ranging from fines and/or community service up to removal from the residence halls with possible further disciplinary action with the University. Use, possession and/or distribution of drugs and/or illegal substances, **including, but not limited to marijuana**, is strictly prohibited and will result in disciplinary action. These actions are also considered a violation of this license agreement. For more information, see the full policy in your Resident Handbook and the Code of Conduct.
- 22. ROOM ENTRY AND INSPECTION CONDITIONS.** Agent reserves the right to conduct an administrative search of Licensee's room and/or Unit in the case of a health concerns or other emergency. In addition, when there is reason to believe that a specific violation of this License, Code of Conduct, or Resident Handbook and other applicable policies is taking place, Agent and University officials shall have the right to enter Licensee's room and/or Unit as outlined in this License and Resident Handbook. Without notice, Agent shall have the right to enter the room/unit in an emergency. With reasonable notice, Agent shall have the right to enter room/unit, including but not limited to, performing routine maintenance and/or pest control services.
- 23. RELEASE OF LIABILITY AND INDEMNIFICATION.** Owner and Agent shall not be liable for any personal conflict of Licensee with co-residents, Licensee's guests or invitees, or with any other residents that reside at the Residential Facility. Owner, Owner and Agent shall not be liable for any death, injury, damage or



loss to person or property, including, but not limited to, any such death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, loss of utility service, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Owner, Owner or Agent; and Licensee hereby expressly waives all claims for such death, injury, damage or loss. Licensee agrees to indemnify, defend and hold harmless Owner, Owner and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Licensee, Guarantor and Licensee's guests and invitees to the extent not caused by any direct negligent act or omission or willful misconduct of Owner or Agent. All personal property placed or kept in the Residential Facility, or in any storage room or space, shall be at Licensee's sole risk and Owner and Agent shall not be liable for any damages to, or loss of, such property. Licensee is encouraged to secure apartment-dwellers', renters or similar insurance to cover any damage or loss to personal property kept by Licensee in or about the Residential Facility and Owner and Agent shall not have any liability with respect to the same.

- 24. FOB/KEY ACCESS** Fobs and Mailbox Keys are the property of Owner and must be returned at the end of Licensee's Occupancy. A Licensee will be charged a replacement fee as outlined in the Resident Handbook. Such charge is Additional Rent. Permanently lost Fobs or keys that are not returned by the End Date will result in reprogramming and/or recoring locks. Licensee will be charged a replacement fee as outlined in the Resident Handbook. Licensee is not permitted to duplicate, distribute or loan keys to others. Licensee agrees not to alter any locks or install additional locks. Licensee may request a receipt for all keys returned to Agent.
- 25. SMOKING:** Smoking, **of any kind, including but not limited to all electronic and/or vapor**, is strictly prohibited in the Unit, Residence halls, and common areas. The use of any tobacco or nicotine products is prohibited everywhere on campus—in all buildings and outdoor areas controlled by the university, including parking lots. Candles, open flames, incense and hookahs are prohibited in all areas of the Residential Facility. UMass Boston has been a tobacco free campus since January 19, 2016 and all residents must abide by the Tobacco-Free Campus Policy.
- 26. FORCE MAJEURE.** If Owner or Agent's performance under this License is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond Owner or Agent's control, then Owner and Agent shall be excused from performance under this License and will not have any liability in connection therewith.
- 27. MISSING PERSONS POLICY.** Under federal law (The Higher Education Opportunity Act), Licensee has the right to confidentially register the name and contact information of an individual that Licensee would like to be contacted (within twenty-four (24) hours) if it is determined that Licensee is missing from the Residential Facility and/or Licensee's whereabouts are unknown for a period of twenty-four (24) hours or more.
- 28. ALTERING LICENSE DOCUMENT.** Licensee understands that any modifications, changes, additions, or deletions of the terms of this License must be in writing and signed by both Licensee and Agent in order to be binding. There will be no oral agreements between Licensee and Agent.



- 29. SEVERABILITY.** Should any court of competent jurisdiction find any part of this License invalid then only that part shall be so affected, and the remaining portion of this License shall remain in full force and effect.
- 30. GOVERNING LAW.** This agreement shall be governed by the laws of the State of Massachusetts.
- 31. HEALTH CRISIS.** In the event of any and all events deemed a health crisis, the following will be in effect:
- TERMINATION DUE TO HEALTH CRISIS.** In the event that Agent is required to reduce occupancy at the UMass Boston Residence Halls, due to a health crisis, Agent has the right to terminate this license. If Licensee has taken occupancy, Licensee will be financially responsible, on a prorated basis, for rent from the start of their license until the date at which they move out and return their keys.
 - ALTERATION OF SECTION 10: NON-LIABILITY OF AGENT.** The risk of the transmission of any health crisis may increase in a residential setting or other group living situations, simply because people are more likely to be living in close proximity and sharing communal spaces. These risks cannot be eliminated but can be mitigated by practicing good prevention behaviors such as frequently washing your hands with soap and water, refraining from touching your face before sanitizing your hands, utilizing Personal Protective Equipment (PPE), and social distancing.

Students remaining in on-campus residential facilities may be tested per University policy during any established health crisis. It is possible that one or more students or other people who come to campus are capable of transmitting an illness to others, even if they themselves have no symptoms. As you decide whether to remain on campus, consider how the incidence and prevalence of potential infection on/near campus compares with your housing alternatives. Each student is responsible for conducting their own comparative analysis.

Residential Life live-on professional staff will continue to be available for assistance and support. During normal business hours (8:30am-5pm, M-F), contact the Office of Housing and Residential Life at 617-287-6011. If assistance is needed after hours, you can reach the RA on duty by visiting or calling the security desk:617-287-3232 in the East building and 617-287-3231 in the West building. Staff will continue to clean common areas and shared/public restrooms with special attention to "high touch" fixtures and areas. However, staffing resources and the unpredictable availability of cleaning supplies may limit and reduce the frequency of cleaning efforts.

As a fire evacuation reminder, please review the Resident Handbook for all protocols. The assembly area is located between the Clark Athletic Center and the softball field. Please maintain social distancing during the evacuation process and while standing at the fire evacuation location.

- MEAL PLAN.** Licensee is required to participate in a board meal plan. Meal options will be available daily while classes are in session. To maintain the health and safety of the community, Dining operations may be altered to meet health and safety considerations.
- GOVERNMENTAL AND UNIVERSITY GUIDELINES.** Licensee agrees, when on the Premises, to follow all federal (including the CDC), state, and local guidelines and recommendations regarding social distancing, hygiene and the use of face masks/coverings, as well as all University and community specific guidelines and requirements regarding the same.



- e. **AGENT’S REQUIREMENTS.** Licensee agrees to follow all of Agent’s guidelines and requirements regarding the use and maintenance of the Premises (including Licensee’s Bedroom, and Common Areas), including, without limitation, performing additional sanitation and hygiene measures, maintaining social distancing requirements, meeting face mask/covering requirements, abiding by limitations on gatherings, maintenance and use of elevators, maintenance and use of Common Areas, maintenance and use of shared equipment, and access to the Premises.
- f. **NOTICE TO AGENT.** Licensee hereby agrees to notify Agent in writing within 24 hours or sooner in the event that Licensee or any guest of Licensee tests positive for any health crisis illness, subject to applicable privacy laws.
- g. **WAIVER.** Licensee waives, for Licensee and Licensee’s executors, administrators, heirs and assigns, any and all rights and claims which Licensee, individually or jointly, may have or which may hereafter arise against Agent, Owner, University, and any of Agent’s, Owner’s, and/or University’s members, directors, officers, employees, contractors, agents, successors and assigns, for damages, losses, demands and any other actions related to an existing health crisis, including but not limited to any and all injuries, damages or illnesses suffered by Licensee, which may, directly, indirectly or in any way whatsoever, arise out of, be proximately caused by, related to or connected with Licensee’s use of or presence in the Premises.
- h. **HEALTH SCREENING/TESTING.** Residents in on-campus housing may be required to be tested upon move in and periodically throughout the License Term. Residents will be required to participate in regular screenings to maintain a safe and healthy environment for all residential students. Guidelines will be shared with residents regarding expectations of screenings and periodic testing.
- i. **EARLY TERMINATION.** Licensee acknowledges that Agent may be required to terminate the Housing License Agreement prior to the License “End Date” pursuant to federal, state, local or University mandate. Licensee agrees that, in the event that the Housing License Agreement is terminated prior to the License End Date, the provisions of the License Agreement (including any new guidelines provided to Licensee related to required move out procedures and timelines) will apply in full force and effect. If Licensee is requested to move out prior to the End Date, the Licensee will not be responsible for Rent for the remainder of the License Term. Licensee will be eligible for a refund or credit, if applicable, of Rent paid for the remainder of the License Agreement dates.

32. GENERAL. Licensee acknowledges that no other oral or written agreement exists regarding the matters discussed herein. Except for special provisions noted above, Agent’s representative has no authority to modify this Addendum or the Housing License Agreement except in writing. All other terms and conditions of the Housing License Agreement shall remain in full force and effect unless expressly modified herein.

33. PARTIES. THIS AGREEMENT IS BETWEEN THE RESIDENT AND MANAGEMENT. THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS BY ORIGINAL, FACSIMILE, OR ELECTRONIC SIGNATURE, EACH OF WHICH SHALL BE DEEMED TO BE AN ORIGINAL COPY OF THIS AGREEMENT AND ALL OF WHICH, WHEN TAKEN TOGETHER, SHALL BE DEEMED TO CONSTITUTE ONE AND THE SAME AGREEMENT.

IN WITNESS WHEREOF, Agent and Licensee have executed this License, to be effective as of the latest date of set forth below.



LICENSEE

AGENT

«E1_Signature»

«Ei1_Signature»

«Primary_First_Name» «Primary_Last_Name»

«E1_Text»

Full Social Security #

«E1_Date»

LICENSEE’S GUARANTOR

«Eg1_Signature»

«Guarantor1_First_Name» «Guarantor1_Last_Name»

«Eg1_Text»

Address

«Eg1_Text»

City, State, Zip

«Eg1_Date»

PLEASE READ AND INITIAL THE FOLLOWING STATEMENTS:

«E1_Init» I agree to assume the financial obligations and abide by the other terms and conditions contained in this License. I understand that this is for the entire Fall 2023 and Spring 2024 semesters at the University and that I am obligated financially for all Rent and Additional Rent due under this License during the License Term. I am obligated financially for all Rent and Additional Rent due under this License during the License Term.

«E1_Init» I understand that the \$300 Reservation Fee is **non-refundable after May 1st**. I further understand that if this License is terminated **for any reason** prior to End Date, including, but not limited to, termination before the Start Date or for loss of housing due to financial, academic or disciplinary ineligibility, I am still responsible for the payment of Rent and other charges as described in this License.

«E1_Init» I understand that Agent has the right to reassign Units, rooms and/or roommates if deemed necessary in the best interest of the Residential Facility or Owner and that I am responsible for the charges for the Unit and room where I am re-assigned.

«E1_Init» I have read all of the provisions of this License and assert that I am in compliance with the Required Enrollment Status and all other eligibility requirements. I understand that this License will be terminated (as described in Section 12) should I be found to have misrepresented my Required Enrollment Status or eligibility.

Please Select Only One (1) Option

PAYMENT PLAN OPTIONS



Name: «Primary First Name» «Primary Last Name» Last four of SSN Number: «E1 Text»

OPTION 1

Semester Payment:

By signing below, I hereby acknowledge that I am choosing to enroll in the semester payment plan, such that each payment will be 1/2 (one-half) of the Housing License Fee, as stated in my Housing License Agreement, and shall be due as per the following payment plan schedule:

Room Type	Total Agreement Fee	Semester Payment Total
Single Unit w/Community Bath	\$13,128	\$6,564
Single Unit w/Private Bath	\$14,580	\$7,290
Large Single Unit w/Private Bath	\$14,884	\$7,442
Double Unit w/ Community Bath	\$11,332	\$5,666
Large Double Unit w/ Community Bath	\$11,476	\$5,738
Double Unit w/Private Bath	\$13,304	\$6,652
Large Double Unit w/ Private Bath	\$13,580	\$6,790
Triple Unit w/Community Bath	\$8,904	\$4,452
Triple Unit w/Private Bath	\$10,708	\$5,354
Quad Unit w/Private Bath	\$10,244	\$5,122

OPTION 2

Installment Payment:

By signing below, I hereby acknowledge that I am choosing to enroll in an installment payment plan. Each payment of the Housing License Fee, as stated in my Housing License Agreement, shall be due on the 15th of each of the following months: August, September, October, November for the fall semester and January, February March and April for the spring semester, as per the following payment plan schedule:

Room Type	Total Agreement Fee	Payment Installments
Single Unit w/Community Bath	\$13,128	\$1,641
Single Unit w/Private Bath	\$14,580	\$1,822.50
Large Single Unit w/Private Bath	\$14,884	\$1,860.50
Double Unit w/ Community Bath	\$11,332	\$1,416.50
Large Double Unit w/ Community Bath	\$11,476	\$1,434.50
Double Unit w/Private Bath	\$13,304	\$1,663
Large Double Unit w/ Private Bath	\$13,580	\$1,697.50
Triple Unit w/Community Bath	\$8,904	\$1,113
Triple Unit w/Private Bath	\$10,708	\$1,338.50
Quad Unit w/Private Bath	\$10,244	\$1,280.50

Option Number (enter number 1 or 2): «E1 Text»



«E1 Signature»



Guaranty

FOR VALUE RECEIVED, and in consideration of and as an inducement for the execution of that certain license (the "License Agreement") Provident Commonwealth Education Resources, Inc. ("Owner"), the owner of UMass Boston's Residence halls (the "Residential Facility"), and «Primary First Name» «Primary Last Name» as LICENSEE, regarding a portion of the Residential Facility; the undersigned Guarantor, either a parent, legal guardian, sponsor or indemnitor of Licensee being at least twenty-one years of age, hereby absolutely and unconditionally guarantees to Owner the full and prompt payment of all rent, fees, additional fees, and any and all other sums and charges payable by Licensee under the License, as well as the performance by Licensee of all other covenants, terms, conditions and agreements of the License to be performed and observed by Licensee. Guarantor hereby covenants and agrees that if default shall at any time be made by Licensee in the payment of any such fees or the performance of the covenants, terms, conditions or agreements in the License, Guarantor will pay to Owner, within 10 days of Owner mailing notice of default to Guarantor, such fees and other sums and charges due to Owner, and will perform and fulfill all of such terms, covenants, conditions and agreements, and will pay Owner all damages and expenses, including Owner's reasonable attorney's fees that may arise as a consequence of any default by Licensee under License or by the enforcement of this Guaranty.

This Guaranty is an absolute, continuing and unconditional guaranty of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Owner's part of any kind or nature whatsoever against Licensee and without the necessity of any notice of nonpayment, notice of protest, notice of dishonor, notice of non-performance, presentment, notice of non-observance, notice of acceleration or acceptance of this Guaranty, or any other notice or demand, all of which Guarantor hereby expressly waives. Guarantor hereby agrees that the validity of this Guaranty and obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the relief of Licensee from any of Licensee's obligations under the License by the rejection of the License or the imposition of any stay in connection with proceedings under any bankruptcy law now or hereafter in effect or otherwise.

This Guaranty may be enforced against Guarantor without the necessity of recourse against Licensee or any other person or entity. Guarantor consents that any proceedings to enforce this Guaranty or related rights may be brought in the Commonwealth of Massachusetts, and Guarantor consents to personal jurisdiction, and subject matter jurisdiction, and venue in the Commonwealth of Massachusetts.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the License or any subleasing of Licensee's Unit within the Residential Facility or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the License, or by reason of any extensions of time that may be granted by Owner to Licensee or by reason of any other accommodations, alterations, modifications or other indulgences granted by Owner to Resident, whether or not Guarantor has knowledge or notice thereof.

The License together with this Guaranty may be assigned by Owner without notice to Guarantor. An assignment by Owner of the License and/or the receipts thereof made either with or without Guarantor's knowledge, or notice shall not release Guarantor from any liability hereunder. Guarantor shall be and remain unaffected (a) by any understanding or agreement that any other person, firm or corporation was or is to execute this or any other guaranty or any other document or instrument evidencing or guaranteeing the License; or (b) by resort on the part of Owner, or failure of Owner to resort, to any other security or remedy for the collection of amounts owed by Licensee under License; or (c) by the bankruptcy, insolvency, dissolution or incapacitation of Guarantor, Licensee, or any other person, and in case of any such bankruptcy, the failure of Owner to file a claim against such bankrupt's estate, or the failure of Owner otherwise to seek remedies as a consequence of such events.

All of the rights and remedies of Owner under the License or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein or herein shall be construed as a waiver or exclusion of any other right or remedy available to Owner.

This Guaranty shall be binding upon the heirs, administrators, executors, successors and assigns of Guarantor and shall inure to the benefit of Owner, its successors and assigns. This Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

GUARANTOR'S SIGNATURE: «Eg1_Signature»

«Guarantor1_First_Name» «Guarantor1_Last_Name»

Driver's License Number: «Eg1_Text»

Telephone (Home): «Eg1_Text»

Full Social Security #: «Eg1_Text»

Telephone (Work): «Eg1_Text»



UMass Boston License Agreement

Employer: «Eg1_Text»

Personal Email Address:«Eg1_Text»

