

MILLENNIUM HALL SUMMER 2019 HOUSING LICENSE

LAST NAME	FIRST NAME	M.I.	STUDENT I.D. NUMBER
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THIS LICENSE ("License") made by and between the Maryland Economic Development Corporation ("Owner") and Eligible Student Applicant listed above and as defined in Section 7 below ("Licensee") (and parent or guardian if student 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 Millennium Hall. This includes addressing select Licensee issues, establishing and enforcing certain policies and procedures, and collection of License Fees (as hereinafter defined). Unless otherwise agreed upon by the Owner, Agent, and Towson University ("University"), Towson University's Office of Housing and Residence Life ("HRL") will handle all matters regarding issues, policies and procedures outlined in the University's Policies for University Housing ("University Housing Policies"). 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. The Agent, however, is not authorized to act on behalf of the University.

2. **GENERAL CONDITIONS.** Licensee is defined within Section 7. Eligibility 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 University undergraduate catalog, student handbook, "License Fee Collection Policy", "Code of Student Conduct", HRL rules and regulations, newsletters or announcements, and other relevant University documents as identified. The Facilities ("Facilities"), which are defined as Millennium Hall (404 Emerson Drive, Towson, MD), 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 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 will be immediate. Failure to comply with the terms of this License will result in termination of the License. The University, Owner and Agent are committed to a stated policy of non-discrimination. In accordance with that policy, the Agent provides room and board accommodations without regard to race, color, national origin, ethnic background, ancestry, sex, disability, age, marital status, sexual orientation, veteran's status, or religion. It is understood that certain authority is reserved to the University under this License for the purpose of enforcing University Housing Policies, including the University Code of Student Conduct, and protecting the health and safety of students and the University community.

3. **TERM.** The term of this License ("Term") shall begin (the "Commencement Date") and end (the "Termination Date"):

Commencement Date = May 27, 2019	Termination Date = August 6, 2019
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4. **LICENSE FEE** Licensee shall pay Agent a License Fee ("License Fee") of \$3,000 to reside in a 4 bedroom two bathroom apartment from May 27, 2019 to August 6, 2019, which is due on or prior to the first day of the License Term. This rate does not represent a daily rate as the use of the space for Summer 2019.

5. **RESERVATION FEE.** A Reservation Fee ("Reservation Fee") of \$300 must be paid at or prior to License signing which will be applied to the License Fee.

6. **INSURANCE NOTICE.** Licensee is hereby advised that neither Agent nor Owner carries insurance on Licensee's personal possessions and Licensee is strongly encouraged to secure Unit 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. Licensees are strongly recommended to secure insurance with a carrier of his/her choice to insure protection against loss. Licensee may choose, at his/her own risk, to leave personal property in his/her assigned space during Holiday/Break/Low Occupancy Periods. However, the Agent and University strongly encourage Licensee to remove any valuable personal property, lock their doors, and take measures to secure their own personal property.

7. **ELIGIBILITY.** To be eligible to have use of a room in the Residential Facilities, Licensee must be admitted and enrolled as an undergraduate, or special student at the University. Licensee may also be a registered co-op student in an approved University program or registered in a field study instruction program approved by the University. Licensee may also be an employee of the University. Licensee grants Agent permission to verify student status with the University. Agent reserves the right to deny residency to any applicant not meeting the above minimum requirements. Additionally, if at any time, Licensee fails to maintain enrollment at the University, this License may be immediately terminated by Agent. **Licensee shall be deemed in breach of this License if he or she withdraws from the University, however such a breach does not release Licensee from the financial responsibility for License (i.e. no refund).** Licensee must fulfill mandatory immunization requirements to live in the Facilities (See Section 14). Licensee authorizes Agent to obtain confirmation from the University in order to determine eligibility to reside in Millennium Hall. This may include class status, course loads, credit hours and disciplinary records. Licensee consents to this investigation, and certifies that all stated facts are true, and it is understood that any misrepresentation or omission may be cause for Agent to reject the Application and/or terminate the Housing License. Under Federal Law, Licensee has the right to make a written request within a reasonable period

of time for a complete and accurate disclosure of additional information concerning the nature and scope of this report (FERPA see 34 CFR section 99.31).

8. **OCCUPANCY.** Occupancy means that a key has been issued to a Licensee for a specified room located in a specified unit ("Unit") and the Licensee may then occupy the designated space for the Term. Occupancy begins upon issuance of a key to the Licensee and ends at 12 Noon on the last day of the Term. **Written authorization from Agent is required for any other occupancy arrangement. Occupancy status does not require the actual physical presence of the Licensee or his/her belongings. If Licensee has occupied the assigned room, Licensee must follow proper check-out procedures to avoid late check-out and/or lock change fees.** In the event that any item(s) of personal property are left in the Residential Facilities after this License has been terminated, Agent will charge a storage fee or consider these items to be abandoned and Agent may keep or dispose of same as it deems fit without liability to Licensee or anyone else. In the event 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.
9. **CHECKOUT / DAMAGES / UTILITIES.** If Licensee has occupied the assigned room, Licensee must follow proper checkout procedures to avoid additional checkout and/or lock change fees. Property remaining in Facilities after termination of the License will be considered abandoned and discarded at the Licensee's expense. Also, \$100/day fee may be added for Licensees failing to check-out by the published deadlines. At the discretion of the Agent, damage charges will be assessed to the responsible individual(s); Unit damages may be shared among Unit occupants; Damages identified by the Agent are final and conclusive. Excessive utility charges will be assessed according to Owner/Operators ability to assess to specific student(s).
10. **FAILURE TO OCCUPY.** Unless prior arrangements have been made in writing with Agent for late arrival, failure of Licensee to take Occupancy within 48 hours of contracted check-in date will result in voiding of the License and Licensee will forfeit License Fee.
11. **ASSIGNMENT OF SPACE.** This License is for any Agent assigned space and not for a specific room or bed. Licensee is required to pay the published or officially announced rate for space that is assigned. The Agent and HRL reserve the right to make changes in assignments. The Agent reserves the right to require Licensee to move to a different room or Unit for reasons including, but not limited to: 1) assuring the most effective use of the Facilities (including consolidation and allocation of handicap equipped spaces); or 2) when HRL 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.
12. **INDEBTEDNESS.** Failure to make payment will not release the Licensee from the financial obligations of this License. However, failure to satisfy financial obligations by published deadline 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, and 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 Agent may adopt, late fees and interest on delinquent accounts may be added. Collection costs plus any attorney fees and/or court costs will be charged to the Licensee/debtor. See also License Collection Policy which will be incorporated here in to this document.
13. **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 (and parent or guardian if Licensee is under 18 years of age) without any change to the terms of the License.
14. **CANCELLATIONS.** There will be no refunds for early check-outs or cancellations.
15. **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 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.
16. **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.
17. **AIR QUALITY/MOISTURE CONTROL.** Licensee agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit. To prevent or minimize the occurrence and growth of mold, Licensee hereby agrees as follows: Licensee shall remove any visible moisture accumulation in or on the Unit, 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 Unit at reasonable levels. Licensee shall clean and dust the Unit regularly and shall keep the Unit (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 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 Licensee's person or property as a result of Licensee's failure to comply with these terms. Candles, Incense, and Hookahs are prohibited. Pets are prohibited, except for fish in aquarium of a 10-gallon size or smaller.
18. **ROOM ENTRY AND INSPECTION CONDITIONS.** Agent reserves the right to conduct an administrative search of the room or Apartment occupied by Licensee in the case of a health emergency. In addition, when there is reason to believe that a specific

violation of HRL or University policies is taking place that has the potential to impact the health or safety of the Licensee and/or University community, the Agent and University officials shall have the right to enter the Licensee's room or Apartment. Further, the University shall have the right to enter/inspect all rooms or apartments under the circumstances outlined in the Code of Student Conduct and HRL rules and regulations. Finally, the Agent shall have the right to enter a room or Apartment occupied by Licensee to perform maintenance and assess damage.

- 19. 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 room or Unit by Licensee, its officers, employees, agents, guests, and invitees.
- 20. KEYS.** Keys are the property of the Owner and must be returned at the end of Licensee's occupancy. Charges of Ten (\$10) 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 Eighty (\$80). Licensee agrees not 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 the Agent.
- 21. FORCE MAJEURE.** If the Owner, Agent's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond the Agent's control, then the Owner, Agent shall be excused from performance of this License and will not have any liability in connection therewith.

Please sign and return this Summer Housing License by the deadline.

- _____ I agree to abide by the other terms contained in the License. I understand that this License is for summer 2019.
- _____ I understand that my License Fee is **non-refundable** if my License is canceled or terminated, or if I am released from the terms of this License, **for any reason** prior to the end of the License Term, including, but not limited to, cancellation before enrollment, or for loss of housing due to financial, academic or disciplinary ineligibility.
- _____ I understand that the 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.
- _____ By signing this License, I am indicating that I have read and understand all pages of this License and assert that I am in compliance with all eligibility requirements. I understand that this License will be terminated should I be found to have misrepresented my eligibility.

LICENSEE

AGENT

Signature

Signature

Printed Name

Printed Name

Date

Date

LICENSEE'S PARENT/LEGAL GUARDIAN (if Licensee is under 18 years of age)

Signature

Printed Name

Address

Date

Address

City

State

Zip

