

NOTICE TO LICENSEE

This serves as notice that you, the Licensee, are entering into a LICENSE for occupancy in Millennium Hall, a facility owned and controlled by the Maryland Economic Development Corporation (“MEDCO”). Capstone On-Campus Management is an agent to MEDCO in the operation of Millennium Hall. Millennium Hall is considered University-affiliated housing since it is located on the campus of Towson University (“University”) and operates in coordination with the University for certain purposes; however, Millennium Hall **IS NOT** owned by the University.

As stated above, THIS IS NOT A LICENSE WITH THE UNIVERSITY. All questions and concerns regarding this license should be directed to Capstone On-Campus Management at MillenniumHall@cocm.com or (410)-704-6455. By signing this License, Licensee hereby agrees to all terms and conditions contained therein.

Housing Options: Understanding the Distinctions Between the Towson University Residence Halls and MEDCO-owned Millennium Hall, Harris Hall, and Tubman House

At Towson University (TU), the student housing options are to live on campus in University-owned residence halls or in apartment complexes owned by MEDCO, known as Millennium Hall, Harris Hall, and Tubman House.

The information below, which students and their families should know when applying for housing, identifies key distinctions between university-owned residence halls and MEDCO’s **Millennium Hall, Harris Hall, and Tubman House** apartment communities (the “MEDCO Student Housing Projects”).

On-campus residence halls at Towson University are owned by the University and operated by the University’s Department of Housing & Residence Life.

The MEDCO student housing projects are owned and operated by MEDCO **and not** owned or operated by the University. The license for a **Millennium Hall, Harris Hall and Tubman House** room/apartment is required before a student licensee takes possession of a unit in a MEDCO student housing project. The license is an agreement between MEDCO and the student licensee **and not** between the student and the University.

If the student tenant voluntarily or involuntarily vacates the MEDCO student housing project, the student tenant is liable for the total base payment as defined in the license (ranging from (TBD) to (TBD) annually, depending on the unit type.

ADDITIONAL INFORMATION TO KNOW AND CONSIDER

Residences that University students may occupy	Owner of Residence (MEDCO or TU)
Millennium Hall apartments	MEDCO
Harris Hall and Tubman House	MEDCO
Barton & Douglass Houses	TU
Glen Complex	TU
Richmond Hall	TU

Newell Hall	TU
Prettyman & Scarborough Halls	TU
Residence Tower	TU
Towson Run Apartments	TU
Barnes Hall & Marshall Hall	TU
Residences at 10 West Burke Avenue	TU

SAMPLE

**KEY DISTINCTIONS BETWEEN HOUSING AGREEMENTS FOR MEDCO'S
MILLENNIUM HALL, HARRIS HALL AND TUBMAN HOUSE, AND TU RESIDENCE HALLS**

Key Provisions	MEDCO's Millennium Hall, Harris Hall, and Tubman House License Provisions	TU Residence Halls: Housing Contract Provisions
Termination by student	Steps for a student Tenant to request cancellation of license are found in Section 16 of MEDCO'S License. Cancellation fees may apply as stated in Section 16.	Cancellation information for the Residence Hall Housing and Dining Contract (the "Contract") is found in the Terms and Conditions sections titled "Release from Contract Item 18, "Units and Refunds" Item 19.
Termination by MEDCO or TU	"Agent/Owner's" termination provisions in MEDCO'S License are found in Sections 12, 17, 18, 19 and 29.	TU's right to terminate the Contact is provided for in the section titled, "Termination of Contract", Item #16, "Force Majeure", Item 17, "Failure to Claim Services", Item #20.
Force Majeure - (Certain events which excuse a party's performance under an agreement.)	Section 29 provides that "If the Owner/ Agent's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, flood, casualty, lockout, University closure or other actions, act(s) of God, riots, terrorism, strikes, labor difficulties, pandemics, epidemics, quarantine, civil commotion, natural catastrophes, 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 Agent shall be excused from performance under the License and will not have any liability in connection therewith. Both parties (i.e., Agent and Licensee) acknowledge and agree that they are entering into this License at a time	In the section titled "Force Majeure", Item #17 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 or 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 Contract and will not have any liability in connection therewith. University and Resident hereby acknowledge and agree that they are entering into this Contract at a time when COVID-19 has already disrupted

	<p>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) are 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 canceled, terminated, or suspended by the Agent under the Force Majeure paragraph above. Each party agrees that neither the Agent nor its assigns, University, nor Owner shall be responsible for any damages sustained by the Licensee.”</p>	<p>and caused the termination or cancellation of preceding housing contracts from the previous year. The parties also acknowledge and agree that, while the COVID-19 response and evolution of impact(s) are 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 Contract, notwithstanding, the parties wish to enter into this License with full knowledge and agreement that this Contract may be canceled, terminated, or suspended under this paragraph. Each party agrees that the University shall not be responsible for any damages sustained by the Resident. Interruptions to the services provided by the University pursuant to this Contract may occur by an act of God, limited or restricted control, or availability of resources as determined by the University, maintenance activities, or other condition reasonably beyond administrative control. Standards and levels of services are determined by the University.</p>
Parties	<p>MEDCO as “Owner”</p> <p>Student as “Tenant”</p> <p>Although not a party to the License, Capstone On-Campus Management, L.L.C. is MEDCO’s property manager and referred to in the License as “Capstone” or “Agent”</p>	<p>The Department of Resident Life, acting on behalf of Towson University, enacts and enforces the terms and conditions of the Residence Hall Housing and Dining Agreement.</p> <p>The student (and parent or guardian if the student is under 18) must sign and submit this Contract without alteration. This Contract has not been accepted by the University nor does the student have permission to reside in university housing until they have been provided a confirmation of housing and dining services and/or notification of room assignment. The student hereby agrees that they have read and understood</p>

		this Contract and hereby acknowledge agreement with the terms and conditions hereof.
Start and End Dates	License start and end dates vary each year, beginning in August and ending in May. See section 3 in the current license for exact dates.	This Contract is for the entire academic year, which includes FALL AND SPRING Semesters (or the balance thereof) (the "Term"). It is the student's responsibility to pay housing fees for the Term of this Contract. This Contract does not provide for housing during the Minimester or breaks (except students living in the Residence at 10 West Burke Avenue, Towson Run Apartments, West Village 2, and Marshall Halls, and those that signed up for 9-month housing in Residence Tower who continue their residency during spring semester).

SAMPLE

2023-2024 Millennium Hall Academic Year Housing License

«Primary_Last_Name» , «Primary_First_Name»

Student ID: «E1_Text»

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. Maryland Economic Development Corporation serves as the landlord in this agreement and can be reached with questions or concerns at (410) 625-0051.

- OWNER'S AGENT.** The 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 the 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.
- GENERAL CONDITIONS.** Eligibility is defined within Section 7. Eligibility is subject to the terms and conditions noted within this License and including, but not limited to, all current policies, rules, regulations, procedures, and responsibilities, the University undergraduate catalog, student handbook, "License Fee Collection Policy", "Code of Student Conduct" and any addenda thereto, HRL rules and regulations, newsletters or announcements, and other relevant University documents as may be identified by University (collectively, the "University Documents"). 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, except those changes that will impact 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 student conduct review pursuant to the University Documents and/or termination of the License. University, Owner, and Agent are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation and encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, disability, familial status, national origin, ethnic background, gender identity, or any other protected class, and are committed to nondiscrimination on those bases. The licensee acknowledges that the Owner has granted the University authority to enforce University Housing policies and the University's Code of Student Conduct and has agreed that the University police will have jurisdiction at the Facilities. The licensee expressly acknowledges and agrees that the impact of COVID-19 on the on-campus housing experience has been significant and unforeseeable. Licensee and Agent acknowledge and agree that the further unforeseeable COVID-19 impacts may alter the on-campus housing experience in ways including, but not limited to, quarantine restriction, prohibition of guests/visitors, shortening of Term, mandated use of personal protection equipment, required use of contact tracing technology, daily required personal health screening, loss of public transportation access, reduced access or loss of access to food or grocery deliveries, and possible re-assignment of housing space
- TERM.** The term of this License shall be for the University academic year ("Term") and shall begin on the below date (the "Commencement Date") and end on the below date (the "Termination Date"). This Term encompasses the Fall semester (beginning on the Commencement Date and ending December 18, 2023 and the Spring semester (beginning on (January 27, 2024) and ending on the Termination Date). The Licensee may elect to occupy the residence for the period of time between the Fall and Spring semester for no additional charge.

	<u>Commencement Date</u>	<u>Termination Date</u>
New TU Students	August 25, 2023	May 21, 2024
Returning TU Students	August 26, 2023	May 21, 2024

- LICENSE FEE.** The licensee shall pay Agent a Total Base License Fee of (\$10,366.00) per the installment schedule below (each, a "Semester Payment" and collectively, the "License Fee") for the use of the assigned space.

Payment 1: \$5,183.00 (August 26, 2023) **Payment 2: \$5,183.00 (January 27, 2024)**

This License serves as a final notice of Semester Payment deadlines and amounts due. **Evenly priced Semester Payments are intended to simplify the License Fee 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 rates do not represent a daily room rate, as the use of the space is for the academic period (typically Fall and Spring semesters).

- RESERVATION FEE.** A Reservation Fee of \$300 must be paid at or prior to License signing ("Reservation Fee"). The Reservation Fee is forfeited and nonrefundable if the License is canceled or terminated for any reason in addition to penalties outlined in this License. If the License is not canceled or terminated, the Reservation Fee will be applied to the Licensee's first License Fee payment unless otherwise arranged in advance with the Agent.
- INSURANCE NOTICE.** The 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 the Licensee's choice to insure protection against loss. The licensee may choose, at Licensee's own risk, to leave personal property in Licensee's 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, except as may be permitted by the Director of HRL or designee. **The licensee shall be deemed in breach of this License if the Licensee's enrollment status changes during the License period, however, such a breach does not release Licensee from the financial responsibility for the License.**
8. **PERMISSION.** The Licensee grants permission to the Owner and Agent to request and receive information from the University, and for the University to release information regarding enrollment status or history, eligibility for housing, GPA, disciplinary status or history, payment status or history, and financial aid eligibility/disbursement for the purposes of determining continuing eligibility to license space in these facilities. Licensee consents to this investigation and certifies that all stated facts are true. 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).
9. **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 twenty-four (24) hours after Licensee completes finals, or at 8:00 PM on the last day of the Term whichever is earlier. **Written authorization from Agent is required for any other occupancy arrangement. Occupancy status does not require the actual physical presence of the Licensee or their 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 may 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 Agent. 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.
10. **CHECKOUT / DAMAGES / UTILITIES.** If Licensee has occupied the assigned room, the Licensee must follow proper checkout procedures to avoid additional checkout and/or lock change fees. Also, a \$100/day fee may be added for Licensees failing to checkout 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 in common areas (corridors, stairwells, elevators) may be split among Units with access to those areas. Damages identified by the Agent are final and conclusive. Excessive utility charges may result in additional utility charges to be assessed according to the Owner/Agent ability to assess to specific student(s).
11. **ASSIGNMENT OF SPACE.** This License is for any Agent-assigned space and not for a specific room or bed. The licensee is required to pay the published or officially announced rate for space that is assigned. With approval from HRL, room changes may be permitted (\$75, for any reason). The Agent and HRL reserve the right to make changes in assignments. If Licensee moves to a different room or Unit without the prior approval of HRL, Licensee will be assessed a \$125 improper room change fee and may be expected to return to their original assignment. The Americans with Disability Act (ADA) prohibits discriminatory actions with respect to the design, construction, and operation of residential Facilities. As such, reasonable efforts must be made to accommodate accessibility needs. In accordance with the Uniform Federal Accessibility Standards (UFAS), a certain percentage of units must be made available for persons with mobility impairments. Please be advised that unless Licensee has selected an assigned space during re-Leasing (for returning residents only) or the room selection process, Licensee may be assigned to a Unit with features designed for persons with mobility impairments. Those with mobility impairments may have the shower curbs in these units removed upon request. The Agent and/or HRL reserve 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/or allocation of ADA-compliant, 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; or (4) when necessary that distancing or quarantine for the health and safety of the Licensee or of community members. Agent administers requests for housing accommodation through University Accessibility & Disability Services.
12. **FAILURE TO OCCUPY.** If the Licensee shall abandon the bedroom and/or premise voluntarily or involuntarily, the same may be re-licensed by Agent for such fee and upon such terms as Agent in its discretion may deem reasonable and advantageous; and, in the event of such re-licensing, the Licensee shall be and remain liable for any deficiency in License fees, expenses incident to such re-licensing, and damages which Agent may sustain by virtue of the Licensee's abandonment. In the event of a Licensee's abandonment of the bedroom and/or premises or failure of a licensee to begin its use, Agent shall have the sole and exclusive right to assign a new licensee to the premises. Agent has no obligation to obtain permission from Licensee to assign a new license to the premises, nor does Agent have any obligation to obtain permission from Licensee to assign a new licensee to the premises, nor does Agent have any obligation to inform Licensee of any new licensee assignment or move in. Examples of Abandonment of premise include, but are not limited to, return of keys, written cancellation request, or failure to check in within seven days of the Term Commencement Date.
13. **RELOCATION / CIRCUMSTANCES BEYOND OWNER CONTROL.** Should circumstances require, at any time during the Lease Term that the Owner may deem it necessary or advisable, in its sole discretion, Owner shall have the right to move Tenant to similar accommodations within the property, to relocate Tenant to outside housing that is otherwise similar to Tenant's accommodations within the property, require Tenant to vacate the property temporarily or permanently or otherwise adjust the living arrangements of Tenant and

other tenants within the property as reasonably necessary to respond to extraordinary weather conditions (i.e., flood, hurricane, blizzard or other natural disasters), government directives (including public health or pandemic response) or any damage to the building or other causes beyond the reasonable control of Owner that render continuing occupancy of all or a part of the building undesirable. In the event of permanent relocation, the Owner shall make an appropriate adjustment to License Fee (including, if necessary, a full or partial refund).

14. **INDEBTEDNESS.** Failure to make payments will not release the Licensee from the financial obligations of this License. However, failure to satisfy financial obligations by published deadlines or billing due dates may result in any of the following actions by the Agent: locks changed and blockage of access and removal of Licensee’s belongings, collection actions, termination of License, ineligibility to License in the future, denial of future occupancy in any Capstone-managed facility at the Agent’s discretion. In accordance with any policies that the 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 herein and attached to this document.
15. **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) and guarantor without any change to the terms of the License and Agent is in receipt of the required \$300 Reservation Fee.
16. **LICENSE CANCELLATION BY LICENSEE.**
 - i. Fall Semester: License cancellations prior to August 1st at 11:59 PM will be accepted, subject to charges noted below, provided Licensee’s written notification is received by the Facility management office prior to due date:
 - i. Cancellation of this License received prior to July 1st will result in forfeiture of the Reservation Fee.
 - ii. Cancellation of this License received between July 1st and August 1st will result in forfeiture of the Reservation Fee and the assessment of an additional \$500 cancellation fee. Cancellation Fee can be waived if Licensee identifies an eligible replacement. The eligible replacement must complete the licensing process for Licensee to be released.
 - iii. Cancellation requests received after August 1st are subject to Section 17 (License Release by Agent After August 1st) below or Section 18 (License Commencement Deferral By Licensee After August 1st).
 - ii. Spring Semester: License cancellations prior to Occupancy will be accepted, subject to charges noted below, provided Licensee’s written notification is received by the Facility management office prior to the start of the Spring semester. Cancellation of this License prior to December 31st will result in the assessment of a \$300 cancellation fee. Cancellations on or after January 1st will result in the assessment of an \$800 Cancellation Fee that will be charged as follows:
 - i. Cancellation requests received on or after the first day of the Spring Semester will result in all License Fee installments remaining due and payable by the above-listed due dates.
17. **LICENSE RELEASE BY AGENT AFTER COMMENCEMENT DATE.** The agent may release Licensee at any time from this License (a) under limited circumstances as described below upon receipt of a written petition requesting such extraordinary action accompanied by appropriate documentation or (b) if the Licensee identifies an eligible replacement who completes the licensing process and accepts the offer of housing. The Licensee may not occupy Licensee’s assigned space until the License and any required fees, guaranty, or other documents (such as a credit or background check) have been completed, executed, and delivered to Agent. At Agent’s discretion, Agent may waive any of the required documents or requirements in which case this license is effective as if all such documents had been provided. To seek release from the terms and conditions, including financial, of this License, the Licensee must file a License release petition document with Agent. License releases are extraordinary, not automatic, and will be reviewed, with appropriate supporting documentation, if satisfying one of the following circumstances: (a) for licensees seeking to fulfill academic requirements of the University which require work outside of commuting distance to the University (i.e. study abroad programs or internships or student teaching assignments more than 50 miles from University); (b) for Licensees graduating in December of the License Term; (c) for Licensees with exceptional circumstances (e.g. medical condition rendering the license an undue hardship or impossibility of use and occupation) (d) for Licensees who plan to withdraw from the University prior to the end of the Term. Review, for approval or denial, of the License release will be conducted by Agent. A denial of the License release petition will cause the Licensee to continue to be obligated to the License terms and conditions, including financial responsibility, for the Term of the License. Approval of the License release petition will include an effective date. If the License release is granted due to exceptional circumstances, Licensee: (1) will receive a refund following the percentage refund schedule used by the University for tuition refunds, and (2) will forfeit Reservation Fee.

Cancellation Fees: Approved Cancellations will be billed as follows:

FALL SEMESTER		SPRING SEMESTER	
Prior to July 1 st	\$300	Prior to January 1 st	\$300
July 1 st – September 10 th	\$800	January 1 st – January 27 th	\$800
September 11 th – September 24 th	50% semester cost	After January 27 th	100% semester cost
After September 24 th	100% semester cost		

18. **LICENSE COMMENCEMENT DEFERRAL BY LICENSEE AFTER AUGUST 1ST.** In the event the University determines that all classes will be taught online for the Fall Semester, the Licensee may, prior to the first day of classes, defer taking occupancy of the assigned space until the Spring Semester in exchange for paying a fee of \$2,591.50 (the “Commencement Deferral Fee”) at the time of making such election. Failure of the Licensee to timely make said election and to pay the Commencement Deferral Fee shall obligate the Licensee to pay the full License Fee for the entire Fall Semester.
19. **LICENSE TERMINATION BY AGENT.** If the License is terminated by Agent/Owner, Licensee will remain financially responsible for the costs of the remainder of the current fall or spring semester, receiving no refund, and/or will incur a License Cancellation Fee as defined in this License. The Agent reserves the right to terminate this License for reasons including but not limited to:

- a. If Licensee has breached any of the provisions of this License, including, but not limited to, eligibility requirements set forth in Section 7, or violated State or Federal laws.
 - b. If Licensee is disciplinarily suspended or dismissed from the University or Licensee's License is disciplinarily terminated due to violations of University rules or regulations.
 - c. Failure to deliver all payments, including charges in addition to the License Fee (if applicable) to the Management Office on or before the due date indicated in this Housing License.
- 20. PHOTOGRAPH RELEASE.** Licensee gives permission to Owner and Agent, to use, without liability or remuneration, any photograph or photographic image taken of Licensee while participating in Agent/University sponsored events, or while Licensee is in the common areas, public spaces, grounds, buildings, or offices of 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.
 - 21. AMENITY SPACES.** Amenity spaces are available for residents to free of charge and are not a part of the rental payment. At times, either for maintenance or through local or state ordinance, Agent may close, restrict usage, or alter hours of the amenity space and there will be no refund or credit to resident accounts.
 - 22. CELLULAR SERVICE RELEASE.** Licensee acknowledges that Owner and Agent do not guarantee any specific cellular signal levels will be available in all areas of the facility. Lack of cellular signal does not satisfy the requirements for License Release or assignment change.
 - 23. NOTICE TO AGENT.** The Licensee hereby agrees to notify Agent in writing within 24 hours or sooner if the Licensee or any guest of the Licensee is diagnosed with COVID-19, subject to applicable privacy laws.
 - 24. 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, Suite, Apartment and/or 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.
 - 25. AIR QUALITY/MOISTURE CONTROL.** The 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, preventative measures are recommended 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 the occurrence; use exhaust fans in kitchen and bathroom when necessary; keep climate and moisture in the Unit at reasonable levels. The 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 attempted the recommended preventative measures 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. The Licensee shall be liable to the Agent for damages sustained to the Unit or to the Licensee's person or property as a result of Licensee's failure to comply with these terms. Candles, Incense, and Hookahs are prohibited. Animals are prohibited, except for fish in an aquarium of 10-gallon size or smaller and service animals, or emotional support animals that are registered with the University as an approved accommodation.
 - 26. ROOM ENTRY AND INSPECTION CONDITIONS.** Authorized University officials and Agent reserve the right to conduct an administrative search of the room or Unit 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 assigned space 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 assigned space or Unit or apartment occupied by Licensee to perform maintenance and/or assess damage with or without prior written or verbal communication.
 - 27. LIABILITY.** The University, Owner, and Agent will assume no responsibility for an accident, personal injury, or illness sustained by the Licensee or any guests or visitors of the Licensee. The University, Owner, and Agent shall not be liable for any personal conflict of the Licensee with co-Residents, Licensee's guests or invitees, or with any other residents that reside at the Premises. 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.
 - 28. KEYS.** Keys are the property of the Owner and must be returned at the end of Licensee's occupancy. Charges of Ten Dollars (\$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 dollars (\$80). The Licensee agrees not to duplicate, distribute or loan keys to others. The Licensee agrees not to alter any locks or install additional locks. The Licensee may request a receipt for all keys returned to the Agent.
 - 29. FORCE MAJEURE.** If the Owner or Agent's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous or is otherwise prevented, impaired, or delayed due to sickness, inability to perform, accident, interruption or failure of means

of transportation, fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, pandemic, earthquakes, evacuation, flood, explosion, quarantine restriction, 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. Both parties (i.e. Agent and Licensee) acknowledge and agree that they are entering into this License at a time when COVID-19 has already disrupted and caused the termination or cancellation of preceding housing licenses. The parties also acknowledge and agree that, while the COVID-19 response and evolution of impact(s) are 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 canceled, terminated, or suspended by the Agent under the Force Majeure paragraph above. Each party agrees that neither the Agent nor its assigns, University, nor the Owner shall be responsible for any damages sustained by the Licensee.

30. **GOVERNMENTAL AND UNIVERSITY GUIDELINES.** Resident 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.
31. **WAIVER.** Resident waives, for Resident and Resident's executors, administrators, heirs and assigns, any and all rights and claims which Resident, 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 the COVID-19 pandemic, including but not limited to any and all injuries, damages or illnesses suffered by Resident, which may, directly, indirectly or in any way whatsoever, arise out of, be proximately caused by, related to or connected with Resident's use of or presence in the Premises.
32. **MISSING PERSONS POLICY.** Under new federal law, the Licensee has the right to confidentially register the name and contact information of an individual that the Licensee would like to be contacted (within twenty-four (24) hours) if it is determined that the Licensee is missing from the campus and/or Licensee's whereabouts are unknown for a period of twenty-four (24) hours or more.
33. **ALTERING LICENSE DOCUMENT.** The Licensee understands that any modifications, changes, additions, or deletions of the terms of this License must be signed by both Licensee and Agent in order to be binding.

Please sign and return this License and the \$300 non-refundable Reservation Fee by the deadline.

PLEASE READ AND INITIAL THE FOLLOWING STATEMENTS:

- «E1_Init» I agree to assume the financial obligation and abide by the other terms contained in the License. I understand that this License is for the entire 2023-2024 Academic Year unless this license is being signed for the spring semester only and that I am financially obligated for the costs of this entire term.
- «E1_Init» I understand that my \$300 Reservation 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 will also be subject to fees as described in this License.
- «E1_Init» 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, and that I am responsible for the charges for the room where I am re-assigned.
- «E1_Init» I have read both the front and back of this License and assert that I am in compliance with all eligibility requirements. I understand that this License will be terminated (as described herein) should I be found to have misrepresented my eligibility.

LICENSEE

«E1_Signature»

«Primary_First_Name» «Primary_Last_Name»

«E1_DATE»

LICENSEE'S PARENT/LEGAL GUARDIAN

«Eg1_Signature»

«GUARANTOR1_FIRST_NAME» «GUARANTOR1_LAST_NAME»

AGENT SIGNATURE, ON BEHALF OF OWNER/MEDCO:

«Ei1_Signature»

MILLENNIUM HALL



SAMPLE

License Collection Policy

The License Collection Policy is incorporated by reference and made a part of the License between the Owner and the Licensee.

1. All License Fee payments are due by August 26th, 2023, and January 27, 2024 in the amounts of \$5,183.00 (per semester), payable by cashier's/ certified/personal check, money order or credit card (VISA or M/C through our online payment system only). **Your first License Fee payment should be \$300 less due to your submission of the Reservation Fee.** Electronic payments may be accepted for reservation fees. Returned payments for reservation fees result in the licensee failing to secure a space in Millennium Hall.
2. All payments due under the terms of this License, including License Fees, shall be made payable to "MILLENNIUM HALL" and either mailed to Management Office, 404 Emerson Drive, Unit 6115, Towson, Maryland 21252, in time to be received by the published due dates or paid in the Management Office, Monday through Friday, 9 AM to 5 PM.
3. All payments due under the terms of this License, including License Fees must be paid in full. No partial, incomplete or post-dated checks will be accepted. Post-dated checks, incomplete checks or checks not made payable to Millennium Hall may be mailed back to the address of record for the Licensee. Please write Licensee's full name and Unit number in the memo section of the payment.
4. There will be a five percent (5%) late fee charged to Licensee's account if License Fee is paid AFTER the third (3rd) business day after the License due date. Late charges are considered to be collectible as an additional License Fee.
5. If any payment due under the terms of this License, including License Fees are not paid in full by the License due dates, legal action may be taken to collect same and/or to recover possession of the unit/room. The cost for all such actions will be charged to Licensee's account. Personal checks will not be accepted for payment once legal action has been filed. In such an event, the balance must be paid by cashier's check, certified check, credit card, or money order.
6. Checks will only be submitted to the issuing bank once for payment. If Licensee's bank returns a check for non-sufficient funds (NSF), Licensee is required to repay the amount of the check and all additional charges immediately upon notification. All returned checks are charged a twenty-five dollar (\$25) returned check fee, in addition to the five percent (5%) late charge if repayment is not received within ten (10) days following notification of the insufficient payment. After two (2) returned payments, the Owner will no longer accept personal checks, electronic or paper form, from Licensee; only cashier's checks, certified checks, or money orders will be accepted.
7. Any failure to make payment of any payment due under the terms of this License, including License Fees when due will be reasonable grounds for termination and/or non-renewal of the License.
8. **Bills, invoices, or statements will not be sent. This License is notification of payment due dates.**
9. If Licensee is applying financial aid and wishes to delay payment until financial aid funds become available, Licensee must complete and submit the Financial Aid Agreement along with supporting documentation to the Management Office by Term Commencement Date.
10. Agent requires, as a condition of this License, a binding Continuing Guaranty of License (the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this License by Agent. Agent reserves the right to terminate this License as described in the License in the event such Guaranty is not fully executed and returned to the Agent within fifteen (15) days from the date of execution of this License by Licensee, or if such Guaranty is not fully executed and returned to the Agent prior to occupancy, whichever occurs first. The Licensee understands that the Guaranty must be obtained directly from the parent or sponsor and that Agent reserves all rights both civil and criminal, for any false execution or forgery of the Guaranty. The Licensee acknowledges that this License is an essential necessity of Licensee, and that Licensee shall be fully bound by all of the terms and conditions hereof irrespective of the Licensee's age or legal status. The execution of the Guaranty constitutes an additional insurance to Agent of the performance of the covenants of this License and shall not be construed as a release of Licensee's responsibilities and obligations hereunder.

«Primary_First_Name» «Primary_Last_Name»

«E1_Signature»

«E1_Date»

«Primary_Email_Address»

Guaranty Of License

FOR VALUE RECEIVED, and in consideration of and as an inducement for the execution of that certain Unit License (the "License") between Capstone On-Campus Management, LLC, as agent for **Maryland Economic Development Corporation**, the owner of Millennium Hall, as OWNER, and «Primary First Name» «Primary Last Name» as LICENSEE, regarding a portion of the property known as Millennium Hall located at 404 Emerson Drive, Towson, MD ("Facilities"); the undersigned guarantor ("Guarantor"), either a parent, legal guardian or indemnitor of Licensee, hereby absolutely and unconditionally guarantees to Owner the full and prompt payment of all License Fee, 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 License Fee 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 License Fee and other sums and charges due to Owner, and 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 the License or by the enforcement of this Guaranty. If more than one guarantor executes this Guaranty, their obligations herein shall be joint and several.

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 the 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 State of Maryland and Guarantor consents to personal jurisdiction of such State's courts and agrees that the venue of any action to enforce this Guaranty shall lie in Baltimore County, Maryland.

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 the Facilities 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 Licensee, 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 License Fees and other 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 the 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 the 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 incur to the benefit of the Owner, its successors and assigns. This Guaranty shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty on «Eg1_Date».

GUARANTOR SIGNATURE: «Eg1_Signature»

Print Name: «Guarantor1_First_Name» «Guarantor1_Last_Name»

ADDRESS: «Eg1_Text»

CITY: «Eg1_Text»

STATE: «Eg1_Text»

ZIP CODE: «Eg1_Text»

Telephone (home) «Eg1_Text»

E-Mail Address: «Eg1_Text»

Employer: «Eg1_Text»

Driver's License/State ID# (not license plate): «Eg1_Text»

SAMPLE

TOWSON UNIVERSITY ON-CAMPUS HOUSING

MENINGOCOCCAL VACCINE WAIVER FORM

Meningococcal Vaccine for Higher Education Students Living in On-Campus Housing

What You Need to Know

Effective 2001, Maryland law requires that an individual enrolled in an institution of higher education in Maryland who resides in on-campus student housing must be vaccinated against meningococcal disease. An individual may be exempt from this requirement if (1) the institution of higher education provides the individual or the individual's parent or guardian if the individual is a minor (under 18 years of age) detailed information on the risks associated with meningococcal disease and the availability and effectiveness of any vaccine, and (2) the individual or a minor individual's parent or guardian signs a waiver stating that the individual or the parent or guardian has received and reviewed the information provided and has chosen that the individual will not be vaccinated against meningococcal disease.

What is meningococcal disease?

Meningococcal disease is a rare but life-threatening illness, caused by the bacterium *Neisseria meningitidis*. It is a leading cause of bacterial meningitis (an infection of the brain and spinal cord coverings) in the United States. The most severe form of the disease is meningococemia, infection of the bloodstream by this bacterium.

Deaths from meningococcal disease have occurred among Maryland college students in recent years. Students living in dormitories or residence halls are at increased risk. The Maryland Department of Health and Mental Hygiene encourages meningococcal vaccination of higher education students.

About 2,600 people get meningococcal disease each year in the U.S. 10-15% of these people die, despite receiving treatment with antibiotics. Of those who live, 10% lose their arms or legs, become deaf, have problems with their nervous systems, become mentally retarded or suffer seizures or strokes.

About the Vaccine

The meningococcal vaccine can be effective in preventing four types of meningococcal disease. The vaccine is not effective in preventing all types of the disease, but it does help to protect many people who might become sick if they don't get the vaccine. Drugs such as penicillin can be used to treat the meningococcal infection. Still, about one out of every ten people who get the disease dies from it, and many others are affected for life.

A vaccine, like any medicine, may have side effects, such as severe allergic reaction. People should not get the meningococcal vaccine if they have ever had a serious allergic reaction to a previous dose of the meningococcal vaccine. Some people who get the meningococcal vaccine have mild side effects, such as redness or pain where the shot was given (which is usually under the skin of the upper arm). A small percentage of people who receive the vaccine develop a fever. The vaccine may be given to pregnant women.

Meningococcal vaccine is available at the Towson University Health Center

Health Center Hours: Monday - Friday, 8:00 am - 5:00 pm

Services may be billed to Insurance or Bursar Account

Ways to Make an Appointment

- Online: Access our secure web portal at <https://tigerhealth.towson.edu>
- Phone: Call 410-704-2466 during business hours
- Walk-ins accepted upon availability (scheduled appointments preferred)

WAIVER

Individuals 18 years of age and older may sign a written waiver choosing not to be vaccinated against meningococcal disease. For individuals under 18 years of age, the parent or guardian of the individual must review the information on the risks of meningococcal disease and sign a written waiver that he/she has chosen not to have the individual vaccinated against meningococcal disease.

«E1_Init»I have received and reviewed the information provided on the risk of meningococcal disease and the effectiveness and availability of the meningococcal vaccine. I understand that meningococcal disease is a rare but life-threatening illness. I understand that Maryland law requires that an individual enrolled in an institution of higher education in Maryland who resides in on-campus student housing shall receive a vaccination against meningococcal disease unless the individual signs a waiver to the vaccination.

«E1_Init»I have received my meningococcal vaccine and have uploaded the records to the Health Center portal or I am choosing to waive receipt of the meningococcal vaccine.

«E1_Signature»

«Primary_First_Name» «Primary_Last_Name»

«Eg1_Signature»

«Guarantor1_First_Name» «Guarantor1_Last_Name»

SAMPLE