By this Housing License ("License") made by and between the University of Maryland, Baltimore County ("UMBC" or "University") and Eligible Student Applicant as defined in Section 2 below ("Resident") (and parent or guardian if student is under 18 years of age), the parties hereby agree as follows:

1. GENERAL CONDITIONS.
   A. Resident is defined within Section 2. Eligibility and is subject to the terms and conditions noted within this License as well as all current rules, regulations, procedures and responsibilities stipulated within the UMBC undergraduate and graduate catalogs, student handbook, Code of Student Conduct, Residential Life ("RL") newsletters or announcements; and other relevant University documents as identified by RL. The Residential Facilities ("Facilities"), which are defined as the traditional residence halls and UMBC-assigned on-campus apartments, are provided as a service to students and are unique to the University community. This license is for the provision of housing services. Therefore, this License and the residential and other services provided do not create a landlord/tenant relationship.
   B. This License is personal to the Resident and is not transferable by the Resident.
   C. RL may make changes to the License by giving the Resident a minimum of seven (7) days written notice before changes become effective with the exception of those changes that will have an impact on the health and/or safety of persons living in the Facilities. Implementation of health and/or safety changes will be immediate.
   D. Failure to comply with the terms of this License will result in UMBC disciplinary action and/or termination of the License at the discretion of the Director of Residential Life or designee.
   E. The University is committed to a stated policy of nondiscrimination. In accordance with that policy, the University provides room and board accommodations, without regard to race, color, national origin, ethnic background, ancestry, sex, disability, age, marital status, sexual orientation, veteran’s status, or religion.

2. ELIGIBILITY.
   A. To be eligible for residence, Resident must be admitted and enrolled as a full-time (registered for twelve credits per semester for undergraduates or nine credits for graduate students), undergraduate, graduate, or special student at the University, except as may be permitted by the Director of RL or designee. Resident shall be deemed in breach of this License if the student is not in compliance with the University's course requirements.
   B. Resident must fulfill mandatory immunization requirements, as outlined by University Health Services (UHS), to live in the Facilities. (See Section 13)
   C. To be eligible to live in an apartment or Harbor Hall, Resident must have completed at least thirty (30) credits, lived on campus for two prior semesters, or be an approved participant in a living learning program.

3. TERM. The Term of this License is for the entire 2013-2014 Academic Year ("AY") defined as beginning with the start of the Fall 2013 Semester, or upon occupancy whichever occurs first, through the end of the Spring 2014 Semester. (See Break Periods Section 18)

4. OCCUPANCY. Occupancy means that a key has been issued to a specific Resident for a specified room and the Resident may then occupy the designated space for the Term. Occupancy begins upon issuance of key to the Resident and ends twenty-four (24) hours after Resident completes final exams or at 8:00 PM on the last day of the Term whichever is earlier. Written authorization from RL is required for any other occupancy arrangement. Occupancy status does not require the actual physical presence of the Resident or his/her belongings.

5. CHECKOUT. If Resident has occupied the assigned room, Resident must follow proper checkout procedures to avoid additional checkout and/or lock change fees.

6. FAILURE TO OCCUPY. Unless prior arrangements have been made with RL in writing for late arrival, failure of Resident to take occupancy by midnight on the second day following the official move-in date for each semester will result in voiding of the License and Resident will forfeit the housing deposit and be charged a cancellation fee of $400.

7. ASSIGNMENT OF SPACE. This is not a lease agreement. This License is for any room assigned space in a residence hall or apartment and not for a specific room or bed. Resident is required to pay the published or officially announced rate for the single, double, triple, quad or apartment space that is assigned. With approval from RL, room changes may be made two weeks following the last day of check-in. The University reserves the right to make changes in assignments. If Resident moves to a different room or apartment without the prior approval of RL, Resident will be assessed a $50 improper room change fee and be expected to return to his/her original room assignment. The University reserves the right to require Resident to move to a different room or apartment 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 RL deems it advisable for the welfare and benefit of Resident and/or other students; or 3) when repairs and maintenance are required to correct a condition dangerous to the health and/or safety of the Resident or other residents of the Facility.

8. TEMPORARY HOUSING. If Resident cannot immediately be assigned to a permanent assignment, a temporary assignment may be offered within the Facilities. If Resident accepts a temporary assignment, Resident must accept and move to a permanent assignment provided by RL when the space becomes available. If Resident does not move to the permanent assignment within 48 hours of notice of reassignment to permanent space, RL reserves the right to block access to the temporary space and/ or box Resident's belongings to clear the temporary space. Refusal to accept or move to a permanent assignment will terminate this License and the Resident remains financially responsible for this License. If Resident refuses a temporary assignment, Resident may commute to campus until a permanent assignment becomes available. A Resident who refuses a temporary assignment may also have his/her License cancelled at RL's discretion, forfeiting the Resident's housing deposit.

9. HOUSING DEPOSIT. Resident must submit a $200 housing deposit as an indication of Resident's commitment to live on campus. The housing deposit serves as a fund against costs incurred by the Resident. The Housing Deposit is forfeited and nonrefundable if this License is cancelled or terminated for any reason prior to the end of the Term of the License. The resident has the option to "roll-over" the deposit for on-campus housing or request a "credit-back" if resident completes the Term of the License in its entirety and does not wish to continue living on campus. At the end of the Term, the housing deposit will be credited back to the Resident's account where it will be subject to payment of Resident's unpaid housing costs, fees and charges. The Housing Deposit will be held in a non-interest bearing account and, as a result, interest will not accrue.

10. RATES AND PAYMENTS. Housing, board plan, and technology fee rates are approved by the USM Board of Regents ("BOR") on or before June 1 of each year; therefore, actual rates to be charged are available on or about June 1 of each year. This rate is due in full upon receipt or posting to the Resident's account with the University. Payment of the housing deposit (see Section 9 above) and balance due must be in accordance with deadlines established by RL and the Student Business Services Office. The housing rate for a temporary room assignment will be equal to the rate for a triple room in the assigned building. Rates and payments are subject to change. During the Term of this License, the University, by action of the BOR, reserves the right to alter any rates for housing or food services by giving at least thirty (30) days written notice to Resident. Written notice may be given by U.S. Postal service, email or electronic announcement via approved University mechanism such as the MyUMBC web site.

Housing License Execution submitted to UMBC

Sign and return this License and the $200 non-refundable housing deposit by ____________________. This License is void if not returned to Residential Life with the deposit by this date. Current UMBC residents may roll-over his/her housing deposit, currently on file, for the future year's housing.

PLEASE READ AND INITIAL THE FOLLOWING STATEMENTS:

___ 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 2013-2014 Academic Year and that I am obligated financially for the costs of this entire Term.

___ I understand that my $200 deposit is not refundable if my License is cancelled 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.

___ I understand that the University 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 changes for the room in which I am re-assigned.

___ I have read both the front and back of this License and understand that I am in compliance with all eligibility requirements. I understand that this License will be terminated should I be found to have

Resident Signature: __________________________ Date: __________________________

Signature of Guardian: __________________________ Date: __________________________

Telephone: (410) 455-8832
11. INDENTURE. Failure to make payments will not release the Resident from the financial obligations of this License. Failure to satisfy University financial obligations by published deadlines or billing due dates may result in any of the following actions by the University: collection actions, termination of License, ineligibility to License in the future, denial of meals, denial of transcripts and/or enrollment, and/or denial of services at the University’s discretion. In accordance with any policies that the University may adopt, the University will charge late fees and interest on delinquent accounts. Collection costs of approximately 17% plus any attorney fees and/or court costs will be charged to the Resident/Debtor.

12. EXECUTION OF THE LICENSE. This License is deemed accepted and effective upon the execution of the Housing License Execution Verification by RL only if the Housing License Execution Verification has been signed by (parent or guardian) if Resident is under 18 years of age without any change to the terms of the License and RL is in receipt of the required $200 housing deposit with the Verification.

13. REQUIRED MENINGITIS VACCINE FOR RESIDENTS. Maryland state law requires that students residing in University housing be vaccinated against meningitis. Resident may elect to waive this requirement if Resident (and parent/guardian if Resident is under 18 years of age) has received detailed information on the risks associated with meningitis and the availability and effectiveness of any vaccine; and, Resident, if Resident is under 18 years of age signs a written statement that Resident (and parent/guardian if Resident is under 18 years of age) has reviewed and has elected not to receive the meningitis vaccine. Proof of vaccination or waiver must be on file in UHS prior to Occupancy.

14. MEAL PLANS. Without exception, Residents assigned to any residence hall are required to select the Ultimate Meal Plan, The Fab 14, The Flexible 14, The Terrific 10, The Flexible 10 or The Super Block (200 meals-per-Semester Block Plan). Residents of residence halls who do not select a Meal Plan will be assessed The Terrific 10 (10 meals per week plan). A Meal Plan is optional for students living in apartments. Residents choosing the previously mentioned Meal Rama-A-Ma-Jin’s Meal Plan (50 meals per semester) and 5 meals per week Meal Plan may be charged a $100.00 fee for apartment residents. Resident may change to a plan with fewer meals per week only during the first two weeks of each semester. After the first two meals, meal plans may only be adjusted to a plan with more meals. Meal Plans are not available during Thanksgiving Break and Spring Break. If Resident is assigned to a 9-month residence hall room, Resident is required to purchase a January Meal Plan consisting of a minimum of $55 in flexible spending dollars. Meal plan options are determined by the University Food Service Provider Contract with Chartwells.

15. LICENSE CANCELLATION BY RESIDENT. License cancellations prior to Occupancy (resident receipt of a key) will be accepted subject to charges noted below, provided written notification is received in RL prior to the cancellation. In the event of the License cancellation of this License by Resident after January 31st will result in forfeiture of the $200 housing deposit. Cancellations after June 1st will result in forfeiture of the $200 housing deposit plus the assessment of a cancellation fee that will be charged as follows:

- A. RL receipt of cancellation notice between January 1st and January 8th will cause Resident to be charged an additional $75.00 cancellation fee.
- B. RL receipt of cancellation notice between January 9th and January 18th will cause Resident to be charged an additional $150.00 cancellation fee.
- C. RL receipt of cancellation notice between January 19th and January 27th will cause Resident to be charged an additional $300.00 cancellation fee.

CANCELLATION BY RESIDENT FOR Spring Semester. License cancellations prior to Occupancy (resident receipt of a key) will be accepted subject to charges noted below, provided written notification is received in RL prior to the cancellation. In the event of the License cancellation of this License by Resident after January 31st will result in forfeiture of the $200 housing deposit. Cancellations after June 1st will result in forfeiture of the $200 housing deposit plus the assessment of a cancellation fee that will be charged as follows:

- A. RL receipt of cancellation notice between June 1st and June 15th will cause Resident to be charged an additional $200.00 cancellation fee.
- B. RL receipt of cancellation notice between June 16th and August 30th will cause Resident to be charged an additional $350.00 cancellation fee.
- C. RL receipt of cancellation notice on or after August 31st is denied and Resident will be subject to Section 6.

16. LICENSE RELEASE BY UMBC AND PETITION. UMBC may release Resident, after taking Occupancy or after Resident receipt of a key, from this License under limited circumstances upon receipt of a written Petition requesting extraordinary action accompanied by appropriate documentation. In addition to the $200 housing deposit, the Resident must file a License Release Petition with RL. License Releases are extraordinary, not automatic, and will be reviewed, with appropriate supporting documentation, if satisfying one of the following circumstances:

- A. For Residents seeking to fulfill academic requirements of UMBC which require work outside of commuting distance to UMBC (i.e. study abroad programs or internships or student teaching assignments). Residents living in designated spaces in Patapsco Hall, the apartments, and the designated spaces in Harbor Hall.
- B. Residents graduating in December of the License Term;
- C. Residents with exceptional circumstances (e.g. medical condition rendering the license an undue hardship of impossibility of use and occupation).

The Petition for License Release must be provided to Residential Life in person, via email, fax or through RT submission through the "help" tab in myUMBC prior to a case being reviewed. Approval or denial of the License Release Petition will be conducted by the RL License Appeals Board. A denial of the License Release will cause the Resident to continue to be obligated to the License terms and conditions. The Petition for License Release must be submitted to Residential Life in person, via email, fax or through RT submission prior to August 31st. Cancellation of this License by June 1st will result in forfeiture of the $200 housing deposit. Cancellations after June 1st will result in forfeiture of the $200 housing deposit plus the assessment of a cancellation fee that will be charged as follows:

- A. RL receipt of cancellation notice between June 1st and June 15th will cause Resident to be charged an additional $200.00 cancellation fee.
- B. RL receipt of cancellation notice between June 16th and August 30th will cause Resident to be charged an additional $350.00 cancellation fee.
- C. RL receipt of cancellation notice on or after August 31st is denied and Resident will be subject to Section 6.

17. LICENSE TERMINATION BY UMBC. If the License is terminated by UMBC, Resident will remain financially responsible for the costs of the License for the remainder of the current Fall or Spring Semester, regardless of the resident’s housing or meal plan. If the License is terminated by UMBC, RL will incur a $500 License Termination Fee.

18. BREAK PERIODS. A. Residence hall assignment, excluding 9-month housing, is canceled or terminated prior to the end of the License Term. Water, cable television, phone and trash removal services are provided. Payments for electricity bills are due as specified by RL. Resident reserves the right to change the method and system of payment with seven (7) days notice to Residents. All apartment residents are responsible for paying the equal share of the electricity costs for the License Term. When a License is canceled or terminated prior to the end of the License Term, the Resident will continue to pay an equal share of utilities through the end of the month of the License cancellation or termination date. Failure to pay for utilities will not relieve the Resident of his/her obligation to pay for utilities for the License Term or for University furnishings and equipment due to violations of University rules, or for non-payment of University obligations, or relieve Resident of obligations under the License. Utility services may be reduced or cut off during prolonged vacation periods in times of danger for the preservation of energy or conservation or maintenance.

B. Maintenance and Housekeeping. Residences are responsible to maintain their rooms or apartments in an orderly, safe and sanitary condition at all times. Residents will not perform their own repairs in the rooms or apartments, or on University furnishings and equipment, nor alter University furnishings or equipment from its intended use. Charges for repairs or damages, if appropriate, are determined by RL and/or the UMBC Department of Facilities Management and assessed to all students assigned to the room or apartment. Housekeeping is provided only in common areas such as stairwells, hallways and laundry rooms.

19. GENERAL PROCEDURES AND POLICIES. A. Utilities. Residents assigned to any apartment are responsible for payment of their portion of electric bills. Failure to pay electricity bills will be considered cause for denial of services, and/or termination of License. Water, cable television, phone and trash removal services are provided. Payments for electricity bills are due as specified by RL. Residents reserves the right to change the method and system of payment with seven (7) days notice to Residents. All apartment residents are responsible for paying the equal share of the electricity costs for the License Term. When a License is canceled or terminated prior to the end of the License Term, the Resident will continue to pay an equal share of utilities through the end of the month of the License cancellation or termination date. Failure to pay for utilities will not relieve the Resident of his/her obligation to pay for utilities for the License Term or for University furnishings and equipment due to violations of University rules, or for non-payment of University obligations, or relieve Resident of obligations under the License. Utility services may be reduced or cut off during prolonged vacation periods in times of danger for the preservation of energy or conservation or maintenance.

B. Common Damage Billing. Residential Life endorses shared responsibility for damages to community common areas and property. Residents will be collectively responsible for damage to the University’s property and equipment. Repair work is performed by a professional service as necessary. Costs are billed to the Resident.

C. Safety and Security. Residents are responsible to maintain their rooms or apartments in an orderly, safe and sanitary condition at all times. Residents will not repair appliances or equipment unless purchased and equipped by the Resident or by UMBC. Charges for repairs or damages, if appropriate, are determined by RL and/or the UMBC Department of Facilities Management and assessed to all students assigned to the room or apartment. Housekeeping is provided only in common areas such as stairwells, hallways and laundry rooms.

20. UNIVERSITY ROOM ENTRY AND INSPECTION CONDITIONS. Authorized university officials reserve the right to conduct an administrative search of the room or apartment occupied by Resident in the case of a health emergency or when there is reason to believe that a specific violation of RL or University policies is taking place that has the potential to impact the health or safety of the Resident or university community. Resident reserves the right to permit authorized university employees to enter/inspect all rooms or apartments under the following circumstances:

A. Prior to Resident taking Occupancy or prior to Resident’s move-out;
B. To make repairs;
C. When there are reasonable grounds to believe that a condition exists that endangers health, safety, or security;
D. When there are reasonable grounds to believe that unauthorized or prohibited equipment, furnishings or other materials are present in the room or apartment;
E. When there are reasonable grounds to believe that non-licensed person(s) are living in the room or apartment or prohibited person(s) are present in the room or apartment;
F. When routine inspections are performed in the interest of health and safety, and to perform required services, as necessary, by RL.

21. LIABILITY. The University will assume no responsibility for accident, personal injury, or illness sustained by Resident or any guests or visitors of Resident. Resident shall indemnify and hold harmless UMBC, 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 apartment by Resident, its officers, employees, agents, guests, and invitees Resident brings to the Facilities.

22. INSURANCE. The University assumes no responsibility for the theft, loss or damage of personal property. The University strongly recommends that Resident secure insurance with a carrier of his/her choice to cover the personal property. Resident may choose, at his/her own expense, to purchase personal property insurance during Break Periods. However, the University strongly encourages Resident to remove any valuable personal property.

23. FORCE MAJEURE. If the University’s performance hereunder is materially hampered, interrupted, or rendered impossible, or interfered with or hindered by reason of fire, casualty, lockout, acts 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 University’s control, then the University shall be excused from performance of this License and will not have any liability in connection therewith.