

## Pascault Row Apartments Housing License 2018-2019

This Housing License (“**License**”) is by and between **«Primary First Name» «Primary Last Name» (Licensee)**, and Capstone On-Campus Management, Inc. (“**Agent**”) as agent for University of Maryland, Baltimore (“**UMB**”).

### Background

Licensee has applied for and Agent hereby agrees on behalf of UMB to provide housing accommodations (the “**Apartment**”) in Pascault Row Apartments at 651-665 West Lexington Street, Baltimore, Maryland (“**Pascault Row**”). Agent is retained by UMB to manage Pascault Row and to act on UMB’s behalf. This includes addressing student issues, establishing and enforcing policies and procedures, and collecting Occupancy Fees and other charges set forth in this License. UMB is willing to license the Apartment or shared space in the Apartment to Licensee during the Term, in consideration of the agreements of Licensee set forth herein. Agent and Licensee therefore agree as follows:

#### 1. Grant of License; Term.

a) Licensee is hereby granted a revocable license to live in the Apartment during the Term, pursuant to the terms and conditions of this License. Licensee shall not use or permit the Apartment to be used for any purpose other than a private dwelling.

b) Licensee may occupy the Apartment from the “Start Date” until the “End Date,” as set forth on the Signature Page, attached hereto and incorporated herein. As used in this License, “**Term**” means the period from the Start Date until the End Date, or any renewal period as set forth herein.

c) This License binds the parties for the entirety of the Term. A Licensee whose License does not begin until the Spring semester of the academic year may occupy the Apartment on the first UMB working day after New Year’s Day, unless otherwise specified by UMB. The Apartment may be occupied by Licensee when UMB is closed during vacation periods, but must be vacated on the End Date. **All personal property must be removed from the Apartment by 12:00 noon on the last day of occupancy.**

d) Notwithstanding any language to the contrary contained herein, this License does not constitute the grant of a tenancy or leasehold to Licensee, and the terms of Title 8, Real Property Article, Maryland Annotated Code (“Landlord and Tenant”) do not apply to this License.

#### 2. Payment of Occupancy Fees.

a) Licensee covenants and agrees to pay when due the amount the Occupancy Fees noted on the Signature Sheet for occupancy and use of the Apartment (“**Occupancy Fees**”).

b) The previous year’s Occupancy Fees are subject to change for the next academic year. Occupancy Fees will be applied to the Licensee’s account on a semester basis. All Occupancy Fees are due and payable on or before the due date specified on the billing statement.

c) Subject to Section 8, Licensee is obligated to pay the full Occupancy Fees regardless of whether Licensee is unable for any reason to continue occupying the Apartment for the entire Term. Accordingly, Licensee shall continue paying Occupancy Fees for the entire Term and until the entire Occupancy Fees are paid in full, or otherwise recovered by UMB or Agent through mitigation of damages. Licensee agrees that all sums due to UMB hereunder are debts to UMB, and acknowledges that in the event of non-payment of such sums for any reason UMB may withhold issuance of any degree earned by Licensee, deny Licensee the ability to enroll in UMB courses,

and/or refuse to issue transcripts until such sums have been paid in full.

#### 3. Assignment of Apartment; Licensee Requests.

a) After an Apartment has been assigned, UMB or Agent will send to Licensee a written or email notice of assignment that indicates the applicable Occupancy Fees, mailbox number, and roommate(s) (if applicable). Apartment assignments for returning students will correspond to the Apartment chosen and/or assigned during the selection process. New occupants will be assigned on a first-come, first-served basis.

b) UMB and Agent will attempt to honor specific roommate requests; however, space limitations and high demand for specific areas may prevent the honoring of all requests.

c) Licensee may request a change in his/her Apartment assignment by providing UMB or Agent with a written request before the deadline set forth on the Signature Page. UMB and Agent will attempt to honor the request, however, compliance is not guaranteed. Licensee will receive written or email notification from UMB or Agent if the request is approved. During the academic year, requested Apartment changes will be made only to resolve specific problems.

d) If Licensee selects or is assigned to a medical-needs unit, UMB and Agent reserves the right to reassign Licensee in the event that this designated space is needed for a resident with a specific documented medical need.

#### 4. Reassignment of Apartment

a) UMB or Agent may reassign Licensee to a new Apartment or with a new roommate when Agent deems it appropriate, in which event Licensee’s account will be adjusted if there is a difference in Occupancy Fees. In that event, the Licensee agrees to complete the move within the time specified by UMB or the Agent. Five days’ notice will be provided by UMB or the Agent, except under extraordinary circumstances

b) UMB or the Agent may relocate Licensee for the following reasons, among others:

- i. To vacate or consolidate a room, apartment, or building;
- ii. To provide necessary space to accommodate staffing needs;
- iii. To vacate an area for the purpose of major repairs or when maintenance difficulties render an area unsafe;
- iv. When unusual circumstances occur affecting the health or safety of the Licensee or others;
- v. In response to conduct violation of published Policies and Regulations;

- vi. When UMB or Agent deems it advisable for the welfare and benefit of Licensee and/or other students; or
- vii. As requested by the University of Maryland, Baltimore.

c) If Licensee selects or is assigned to a medical-needs unit, Agent reserves the right to reassign Licensee in the event that this designated space is needed for another resident with specific documented medical need.

d) UMB or Agent reserves the right to discard or store for a limited time period any personal property remaining in the Apartment after it has been reassigned or not timely vacated, and UMB and Agent shall have no liability to Licensee or any other person for such discarding or storage.

5. Licensee Status Required. Licensee must be enrolled in a graduate or undergraduate program of UMB, or otherwise be an eligible occupant of Pascault Row. Licensee grants Agent permission to verify student status with UMB. The Apartment may also be occupied by a spouse or domestic partner of Licensee. UMB or Agent may request documentation to prove marital or domestic partner status. Licensee agrees that he/she will not permit anyone else to occupy the Apartment. There is a \$200 per month extra resident charge when a spouse or domestic partner has been approved to live with licensee. UMB and Agent reserve the right to deny residency, immediately terminate this License, or require Licensee and/or non-permitted occupants to vacate the Apartment if Licensee does not meet these requirements. Irrespective of such termination, Licensee shall remain liable to continue paying Agent Occupancy Fees for the remainder of the Term, or until the entire Occupancy is recovered by Agent through mitigation of damages. It is advised that students residing in college housing be vaccinated against meningitis. Resident may be exempted from this if Resident objects thereto in a written statement signed by the Resident (or parent/guardian if Resident is under 18 years of age), explaining how the administration of immunizing agents conflicts with the Resident's religious tenets or practices. Proof of vaccination or Resident's written objection thereto must be on file with the Agent at the Management Office prior to Occupancy.

6. Inability to Give Possession. If UMB is unable to give Licensee possession of the Apartment, or comparable accommodations as herein provided, UMB and Agent shall not be liable in damages to Licensee. During the period that UMB is unable to give possession, all rights and remedies of the parties hereunder shall be suspended and the Occupancy Fees shall be abated. If UMB is unable to give Licensee possession of the Apartment within fifteen (15) days after the start of the semester or the specified date of occupancy, whichever is later, Licensee may terminate this License and neither party shall have any liability to the other.

7. Assignment/Sublicense. Licensee shall not assign this License or sublicense the Apartment or any part thereof without the prior written consent of UMB or Agent. If UMB or Agent agrees to a sublicense or assignment, the Occupancy Fees as they accrue shall be paid by the sub-licensee/assignee, or if the sub-licensee/assignee defaults, by Licensee. Any consent of the sublicense or assignment shall not constitute a waiver of the obligation to obtain the consent to subsequent assignments or sublicense.

#### 8. Termination.

a) Agent may terminate this License immediately if: (a) Licensee has been suspended or dismissed from UMB for academic or disciplinary reasons, or Licensee's status changes so that he/she is no longer an eligible occupant of Fayette Square; (b) Licensee has failed to pay all Occupancy

Fees within twenty (20) days after they become due and payable; (c) Licensee has breached this License, which breach has not been timely remedied; or (d) Licensee or an occupant has violated any UMB rule, regulation or policy, including but not limited to behavior that poses a clear and present danger to an individual, the UMB community, or the community at large. Upon termination by Agent: (i) Licensee must vacate the Apartment within twenty-four (24) hours; and (ii) Licensee will not be entitled to any refund of Occupancy Fees.

b) **Termination prior to start date** This License is a legally binding agreement. By signing this License, Licensee assumes responsibility for the terms, conditions, and obligations contained herein. Licensees who wish to cancel must do so in writing by submitting the "License Cancellation Request Form" with documentation supporting their reason for cancellation. Requests made and approved prior to July 1<sup>st</sup> will incur a \$500 cancellation fee. Requests made and approved on or after July 1<sup>st</sup> but prior to Start Date will incur a \$1000 cancellation fee. **Cancellation approval is not granted until a new license is signed by a qualified applicant.** Licensees whose cancellation requests are not approved are obligated to the full terms of this License, including liability for the full payment of Occupancy Fees for the entire remaining Term of the License.

c) **Termination after start date. This License is effective on the Start Date, whether or not Licensee takes occupancy of the Apartment.** Licensee is obligated to pay Occupancy Fees until the End Date. Licensees who wish to cancel must do so in writing by submitting the "License Cancellation Request Form" with documentation supporting their reason for cancellation. All cancellations following the Start Date will incur a \$300.00 cancellation fee payable prior to move out.

d) **No termination request is guaranteed.** Approval of cancellation of this License will be communicated to Licensee by Agent in writing.

e) No termination requests will be considered if Licensee has an outstanding balance of Occupancy Fees.

f) No termination requests will be considered if Licensee does not provide supporting documentation as outlined below.

g) In the event of termination by Licensee, Licensee will be liable for Occupancy Fees until the approved release date. In most cases, terminations will only be approved if a replacement Licensee can be obtained.

h) In the event a Licensee is no longer a student at UMB, they will be responsible as follows for their Occupancy Fees:

i. With written notification prior to License Start Date: no liability for Occupancy Fee

ii. With written notification after License Start Date: Licensee must submit License Cancellation Request with supporting documentation and would be responsible through the end of the current month of occupancy and the terms of the License Cancellation Policy

iii. Licensee's with Graduation Status would be responsible for the full Term of their Occupancy Fees unless having received an approved release through the License Cancellation Process

i) Failure to take occupancy of assigned Apartment does not constitute release from Occupancy Fees. All Licensees wishing to request release from their License must complete the License Cancellation Request Form and submit supporting documentation as outlined below

#### 9. Hold Over.

a) If Licensee fails to vacate and/or check out of the Apartment by 12:00 p.m. on the End Date, Licensee shall be obligated to pay as additional Occupancy Fees One Hundred Dollars (\$100) per day for each day or portion of a day that Licensee remains past the End Date. In addition, Licensee shall be liable for all consequential and/or other damages suffered by UMB, including but not limited to lost future Occupancy Fees or reasonable attorney fees, as a direct or indirect result of Licensee's holding over.

b) If any items of personal property are left in Pascault Row or the Apartment after this License has been terminated: a) if Licensee leaves Pascault Row and turns in his/her keys, UMB and Agent will consider these items to be abandoned and may keep or dispose of same as it deems fit without liability to Licensee or anyone else, or b) if Licensee leaves Pascault Row and does not turn in his/her keys, UMB or Agent will hold personal property for a maximum of thirty (30) days at Licensee's sole risk and expense, after which UMB or Agent may keep or dispose of same as it deems fit without liability to Licensee or anyone else. Cost to dispose of abandoned property may be charged to Licensee.

10. Renewal. This License terminates on the End Date. If Licensee wishes to enter into a new license for the next academic year, Licensee must comply with UMB's and Agent's notices and procedures governing license renewals. UMB and Agent reserve the right to refuse to offer a license to a Licensee during any subsequent academic year in Agent's sole discretion. UMB and Agent also reserve the right to refuse to offer a License to a Licensee if Licensee's account does not have a zero balance at the time of license renewal. Should any Licensee occupy any unit in Pascault Row after the End Date with the approval of UMB or Agent, Licensee must execute a new license and, beginning the day after the End Date; Occupancy Fees shall be paid at the new rate. A Licensee entering into a license for the same bedroom for a subsequent academic year will be allowed to remain in the Apartment for the period between the end date for the current academic year and the start date for the next academic year. A Licensee wishing to change units/bedrooms for a subsequent academic year must be available to move during the week following the End Date. Unit transfers will occur as Agent notifies Licensee and can happen at any point during the week following End

11. Indemnification and Insurance Notice. Neither Owner nor agent shall be liable for any damage or injury to Resident or any other person, or to any property, occurring in the Unit, the Apartment, or any part thereof, unless such damage or injury is the result of negligence or willful misconduct of Owner or Agent, their agents or employees. Resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Apartment. Resident understands that neither Owner nor Agent's insurance cover Resident's belongings from losses not caused by Owner or Agent's negligence and Owner and Agent strongly recommend that Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification." Resident may choose, at his/her own risk, to leave personal property in his/her Apartment during holidays/breaks/low occupancy periods. However, Agent and Owner strongly encourage Resident to remove any valuable personal property, lock their doors, and take measures to secure their own personal property.

12. Permission.

a) Licensee grants permission for UMB and Agent or its representative to contact at any time Licensee's parent, guardian or sponsor regarding any issue related to Licensee's

residency. Further, Licensee grants permission to UMB and Agent to request and receive information from UMB, and for UMB to release information regarding GPA, judicial/disciplinary status or history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility/disbursement.

b) Under federal law, Licensee has the right to confidentially register the name and contact information of person/s that Licensee would like to have contacted within twenty-four (24) hours if it is determined that Licensee is missing from the campus and/or Licensee's whereabouts are unknown for a period of twenty-four (24) hours or more.

13. Surrender of Apartment.

a) Licensee will quit and surrender the Apartment and all keys and access cards at the end of the Term in the same good condition as it was in on the Start Date, reasonable wear and tear excepted. Licensee will pay to repair all damage done by the installation or removal of property so as to restore the Apartment to its original state. If the Apartment is not surrendered at the end of the Term, Licensee will be liable for all damages.

b) Failure to return a key at the end of the Term will result in the following fees: \$15 for replacement of a lost or damaged mailbox key; \$25 for the replacement of a lost or damaged room key; \$50 for replacement of an access card; and \$50 for lock core change.

c) If Licensee vacates the Apartment, UMB and Agent shall have the right to enter the Apartment by use of master key or by force, if necessary, for the purpose of inspection, repairs, painting or decorating the Apartment, or in order to put it in a habitable and proper condition for occupancy by another person, without being liable to prosecution therefore or damages by reason thereof, and without relieving Licensee of any obligation to pay the Occupancy Fees or other charges.

14. Right of Entry.

a) UMB and Agent shall have the right of access to the Apartment upon UMB's or Agent's request, or if the Apartment appears to be unoccupied, by use of a key, or by force, if necessary, without being liable to prosecution therefore or damages by reason thereof, to inspect it, or to maintain it, or to make repairs, alterations or additions to or in the Apartment, or to Pascault Row, or to enforce any provision of this License or undertake any action authorized under this License. Licensee shall not change the locks or otherwise prevent UMB or Agent from access. In addition, UMB and Agent or their representatives shall have the right to enter the Apartment at all reasonable times during a period of ninety (90) days prior to the expiration of the License to show the Apartment to prospective occupants.

b) Except in the event of an emergency affecting health, safety, or welfare of Licensee or any other resident or any property thereof (in which event UMB and Agent or their representatives may immediately enter the Apartment at any time without prior notice to, or consent from, Licensee), UMB or Agent shall give Licensee at least twenty-four (24) hours advance notice (written or oral) of intent to enter and shall enter only during normal business hours or at such other time as is mutually agreed. If Licensee is absent from the Apartment at the time of entry, UMB or Agent shall supply Licensee within twenty-four (24) hours after entry with a written report of the entry, setting forth the purpose of the entry and the details of any repair, decoration, alteration or improvement.

c) Entry notices may be posted in public places such as elevators, in hallways, on doors or circulated by means of campus newspapers, newsletters, or other forms of

communications. If Licensee refuses entry to the Apartment and by such refusal additional costs are incurred or additional damages are caused to the Apartment or Pascault Row, Licensee will be liable for all such costs and damages. In addition, abuse of access rights by any Licensee shall be a basis for termination of the License.

**d) Licensee acknowledges that UMB or Agent or their representatives will inspect the Apartment on a regular basis to ensure Licensee's compliance with all rules and regulations and maintenance of the Apartment and Pascault Row in a good, clean, and sanitary condition.** UMB or Agent will post notices of these inspections as noted above.

e) A maintenance request by a Licensee or co-resident of the Apartment occupied by Licensee shall constitute permission for UMB or Agent or their representatives to enter into the Apartment. Licensee shall also permit UMB or Agent or their representatives to enter the Apartment upon scheduled appointments for the purpose of displaying the same to prospective students. No such prior appointment shall be necessary if this License has been declared in default or if Licensee has abandoned the Apartment.

f) UMB and Agent hereby reserve all rights to enter any Apartment on a regular basis for maintenance, health and safety, and care requirements. Further, without notice, UMB and Agent reserve the right to enter any Apartment in an emergency when responding to a reported incident or when there is a reasonable belief that there is serious physical or psychological distress or imminent danger to the Apartment's occupants, contents, or guests.

15. Care of Apartment and Fire Risk. Licensee shall comply with all applicable provisions of Federal, State, County and municipal statutes, codes, regulations and ordinances.

a) Licensee will keep that part of Pascault Row and the Apartment which Licensee occupies and uses clean and sanitary and dispose from Pascault Row and Apartment all rubbish, garbage, and other organic and flammable waste, in a clean and sanitary manner. Under no circumstances will Licensee leave refuse in cartons or otherwise in the trash room, hallways, stairwells, lounges, study areas, lobbies, or any surrounding area of the Apartment or Pascault Row. In addition, no garbage can or refuse container of any kind, other than those provided by UMB and Agent, may be placed anywhere outside. Licensee is responsible for properly disposing of any garbage or debris generated on the grounds of Pascault Row by Licensee or by his/her guests.

b) Licensee shall keep all plumbing fixtures as clean and sanitary as their condition permits, and properly use and operate all electrical and plumbing fixtures.

c) Licensee shall prevent any person in Pascault Row or the Apartment with Licensee's permission from destroying, defacing, damaging, impairing or removing any part of Pascault Row, the Apartment, or the facilities, equipment, or appurtenances thereto, nor himself/herself do any such thing.

d) Licensee shall comply with all legal covenants and rules which are reasonably necessary for the preservation of the property and person of UMB and Agent, other students, or any other person.

e) Licensee shall refrain from interfering with the rights of other occupants to peacefully enjoy the use and occupancy of Pascault Row and the Apartment.

f) Licensee shall strictly comply with the rules and regulations concerning maintenance requests.

g) Licensee shall not in any way obstruct the sidewalks, steps, entry, elevators, stairways, landings, or other parts of Pascault Row, nor permit children or children of invitees to

play therein, nor bring or keep anything that shall in any way tend to increase the rate of fire insurance, nor permit anything contrary to the regulations of UMB, or the fire department or health department or any other governmental body or agency thereof.

h) Licensee shall give prompt notice in writing to Agent of any defect in the roof, heating apparatus, plumbing, furniture, or other defect of the Apartment or Pascault Square.

16. Pest Control. Agent has incorporated a preventative maintenance plan to control pests within Pascault Row; however, Licensee shall take reasonable steps in order to prevent or minimize pest attracting agents. *Cimex Lectularius*, or the common bedbug, poses a serious issue to community living spaces nationwide. In a proactive effort to keep Pascault Row clear of this problem, Licensee agrees to the following:

a) Licensee will review the Bedbug Information Pamphlet provided by the Agent.

b) All Licensee belongings (especially mattresses) must be free of bedbugs upon move-in.

c) Licensee may not bring mattresses or furniture collected from the street or area around a dumpster into the apartment. All secondhand furniture must be thoroughly inspected by Licensee, for the purpose of finding bedbugs or other pests, prior to move-in.

d) If Licensee is exposed to bedbugs or suspect that he/she has been bitten by one or more bedbugs, Licensee must notify Agent immediately.

e) Licensee must be willing to prepare the apartment as instructed by Agent for treatment of any bedbug issues, including preventative treatment.

f) If Licensee's belongings or furniture are found to have bedbugs, he/she must cooperate with Agent's treatment efforts.

g) Failure to cooperate with treatment efforts could result in fees being charged to Licensee. Also, if the source of a bedbug infestation is Licensee's belongings or furniture, Licensee will be responsible for the costs of eradicating the bedbugs from the apartment and any affected other apartments or areas.

h) Licensee may be required to maintain detection devices in the apartment and notify Agent immediately upon any positive detection.

17. Moisture. Licensee shall take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. To prevent or minimize the occurrence and growth of mold in the Apartment, Licensee hereby agrees to the following:

a) Licensee shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures, (ii) mop up spills and thoroughly dry affected areas as soon as possible after occurrence, (iii) use exhaust fans in the kitchen when cooking and bathroom when bathing, and (iv) keep climate and moisture in the Apartment at reasonable levels.

b) Licensee shall clean and dust the Apartment regularly, and shall keep the Apartment clean and dry, particularly the kitchen and bathroom.

c) Licensee shall immediately report the presence of any of the following conditions: a water leak, excessive moisture, or standing water inside the Apartment or any common areas; mold or mildew growth in or on the Apartment that persists after Licensee has tried to remove it with household cleaning solution; and a malfunction in any part of the heating, air-conditioning, or ventilation system in the Apartment.

d) If mold is detected in the Apartment, under certain circumstances UMB or Agent may, at its discretion,

temporarily relocate Licensee to a comparable apartment while evaluating and/or remediating the problem.

18. Inspection. Licensee has the right to be present when UMB or Agent or their representatives inspects the Apartment to determine if any damage was done to it during the Term of this License, provided that Licensee gives written notice of the date Licensee will move from the Apartment at least ten (10) days before the stated moving date. Upon receipt of such notice, UMB or Agent shall deliver to the Apartment notice of the date and time for the inspection, which shall be held on Licensee's actual moving day or within five (5) days thereafter.

19. Alterations. Licensee shall not make alterations (including painting), additions or improvements in the Apartment or remove any furniture from the Apartment. If Licensee fails to comply with Agent's notice to remove such alterations, improvements, or additions, if noted during semester inspections, Agent may do so and shall be entitled to collect the cost and expense thereof from Licensee as additional fees.

20. Use of Storerooms, Etc. The use of any storeroom, laundry room, or any other facility outside of the Apartment which may be furnished for the use of Licensee shall be at the risk of Licensee. Any storeroom shall be used by Licensee for the storage of trunks, bags, suitcases and packing cases only, all of which shall be empty and shall not contain any inflammable materials.

21. Fire; Casualty; Repairs. In case of damage to the Apartment by fire or other cause rendering the Apartment unfit for occupancy which was not the result of any act or omission of Licensee, UMB or Agent shall cause the damage to be repaired, and the Occupancy Fees shall be abated for such time as the Apartment shall remain untenable. However, if the Apartment is destroyed or so damaged that UMB or Agent shall decide that it is not advisable to repair, the License shall terminate and Licensee shall pay the Occupancy Fees due until the time of damage unless other comparable accommodations cannot be found.

22. Licensee's Responsibility to Repair Damage. Other than as set forth in this License, Licensee is liable for any damage to the Apartment other than normal wear and tear, and shall pay to have the damaged property restored to its original condition. In all cases, UMB's or Agent's verified assessment for damage repair shall be conclusive. No property belonging to UMB is to be moved from the Apartment without the written permission of UMB or Agent. All damage charge(s) that remain unpaid after the due date stated on the invoice may result in the termination of the License and/or future consideration for housing accommodations and any other action deemed necessary for collection by UMB or Agent. Licensee agrees that liability for damage to the Apartment will be apportioned among all occupants of the Apartment where the identity of those responsible can be ascertained. If their identity cannot be ascertained, Licensee shall be liable for all of such damage.

23. Services. Licensee acknowledges that Agent has equipped Pascault Row with adequate facilities and apparatus to properly supply the Apartment with heat, hot water, and other utilities. In the event of damage thereto, or inability to obtain proper fuel, UMB or Agent shall use reasonable efforts to promptly restore the service, and shall not be chargeable by Licensee for any temporary cessation. If it becomes necessary at any time, from accident or repairs, or for improving the condition or operation of any elevators, boilers, air conditioning, machinery, or any other equipment in the Apartment, or Pascault Row, UMB or Agent may stop or curtail their operation.

24. Notice. Unless specified otherwise herein, any notice or communication that either Licensee or Agent is required to give to the other shall be in writing, delivered by U.S. Mail or in person, addressed to Licensee at the address of the Apartment, and to Agent at 518 West Fayette Street, Baltimore, Maryland 21201; or to such other address as either party may from time to time direct by written notice to the other. If communication is not required to be in writing, then Licensee may contact Agent via phone at 410-706-5523.

25. Utilities. The License includes, at no extra charge, reasonable amounts of water, heat, electricity, data connection on the UMB network, and basic cable television service.

a) Licensee shall be responsible for any and all costs associated with installation and/or monthly service fees or maintenance charges for utility services not expressly assumed by Agent herein. Enhanced or premium channel cable television service, and/or any permitted additional service, installation and related monthly fees and charges are the sole responsibility of Licensee. Licensee shall provide any Ethernet cables, televisions, television cables, telephone services, telephone equipment, and computers and Licensee shall purchase adapters, as necessary, to use wireless internet if available. Agent shall not be required to provide any computer maintenance services to Licensee. Maintenance of any of Licensee's computer equipment is the sole responsibility of Licensee.

b) There shall be no diminution or abatement of any Occupancy Fees, charge, or other compensation for interruption or curtailment of the services agreed to be furnished by Agent if such interruption or curtailment is due to accidents, alterations, desirable or necessary repairs, or due to inability or difficulty in securing supplies or labor for the maintenance of such services, or due to any other cause whatsoever, unless the interruption or curtailment shall be caused by negligence on the part of UMB or Agent or as provided by law, but only following due notice to Agent or Agent of the existence of such curtailment or interruption.

c) No diminution or abatement of any Occupancy Fees, charge or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to Pascault Row, the Apartment, or any part thereof, nor for any space taken to comply with any law, ordinance or order of government or University authority.

d) Licensee shall not install, operate or place in Pascault Row or Apartment any stove, cooking device, air conditioning unit, clothes dryer, washing machine, or any other major appliance not otherwise provided or authorized in writing, in advance by UMB or Agent.

**e) Licensee shall conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. Licensee must maintain heating and cooling at levels generally considered to be comfortable in the judgment of UMB or Agent and other Licensees when the Apartment is occupied.**

**f) When the Apartment is unoccupied in the cold weather months, Licensee should manage the thermostat in a manner that provides necessary heating, but is consistent with a sustainable lifestyle. When the Apartment is unoccupied in warmer months for any period of time in excess of one (1) day in length, Licensee should keep the air conditioning set in the 'off' position. Electricity and water usage should be consistent with a sustainable lifestyle.**

26. Rules. Licensee shall abide by any rules and regulations which may be adopted by UMB or Agent from time to time. All rules and regulations applicable to the Apartment are incorporated herein by reference and are made a part of this License. The rules and regulations may be amended by UMB or Agent from time to time. Licensee acknowledges that failure to abide by the rules and regulations can result in any or all of the following: fines; warnings; meetings with UMB or Agent; assignment of sanctions; removal; or denial of future housing.

27. Noise and Behavior. Licensee will permit no unseemly noises or conduct. This License is granted upon the express condition that Licensee and/or the occupants of Apartment shall not conduct themselves in a manner that Agent, in its sole opinion, may deem objectionable or improper. If any time Licensee or any occupant or guest of the Apartment conducts himself/herself in a manner that Agent in its sole opinion deems improper or objectionable, Licensee shall be deemed to have defaulted under this License, and UMB and Agent will be entitled to all of the rights and remedies reserved herein.

28. Guests. Guests are permitted under the following terms and conditions:

a) Guest(s) visits may not exceed three consecutive days.

b) All other residents of the Apartment must consent.

c) Guest(s) must abide by all rules or regulations.

d) Guest(s) may not be in possession of Licensee's University ID, access card, apartment access key, or car remote. These items are for the sole use of Licensee only.

e) Licensee assumes full responsibility for guest behavior as well as full responsibility for any charges or damages that result from guest's behavior. Licensee must strictly respect the privacy and right to normal use of the Apartment by other residents in entertaining guest(s).

f) Licensee shall be responsible for any and all associated charges, damages, and/or judicial action by allowing any non-Licensee access to Pascault Row and/or Apartment.

29. Animals: Pets. The presence of any animals or pets in or about Pascault Row or the Apartment is prohibited, with the exception of fish when all roommates agree. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are prohibited.

30. Service Animals. A qualified Licensee may keep a service animal in Pascault Row that has been specifically trained to aid Licensee, upon prior notification and documentation to UMB or Agent. Licensee shall pay the cost of any and all damages caused by such animal. Licensee must provide proof of vaccinations and an emergency contact person who would care for the animal in case of an emergency. UMB and Agent reserve the right for removal of any service animal whose behavior poses a direct threat to the health and safety of others. Licensees who have a service animal will be required to pay the cost of having the Apartment de-fleaed and de-ticked by a professional exterminator and the carpeting shampooed and deodorized by a professional cleaner at the termination of occupancy, as necessary. Licensee further agrees to pay for any and all damages caused by the pet.

31. Smoking, Alcohol and Drugs. Licensee shall comply with federal, state and municipal laws or ordinances and with UMB policy regarding smoking or possession of alcoholic beverages and drugs. Licensee agrees that Pascault Row Apartments will not be used for any purpose contrary to law or UMB policy. **LICENSEE IS HEREBY NOTIFIED THAT NO SMOKING WILL BE ALLOWED IN PASCAULT ROW OR ANY INDIVIDUAL APARTMENT.**

32. Smoke Detector. The willful damage, tampering, theft, or destruction of any smoke detector or other life safety system

endangers the safety of Licensee and others in case of emergency. Licensee may be charged for the replacement of batteries, and damaged or missing smoke detectors, and such charge may be collected as additional fees. Such charges, as assessed, will be due and payable within thirty (30) days of invoicing. Licensee acknowledges that at least one smoke detector is installed in the Apartment and that said detector(s) is in good contention and proper working order as of the Start Date.

33. Photograph Release. Licensee gives permission, to use, without liability or remuneration, any photograph or photographic image taken of Licensee while participating in Pascault Row sponsored events, or while Licensee is in the common areas, public spaces, grounds, or offices of Pascault Row. 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.

34. Package Release. Licensee authorizes Agent to accept packages, parcels, and deliveries on behalf of Licensee. Packages will not be accepted until Licensee officially moves in. Any packages delivered prior to Licensee move-in will be assessed a \$10 charge per package. Accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Licensee shall hold Agent and its representatives free of liability or responsibility for packages, parcels, or deliveries if they are lost, damaged, or otherwise harmed. If such packages, parcels or deliveries are not claimed within fourteen (14) days, they will either be returned to the sender or discarded as Agent deems appropriate. Notification of package receipt will be sent via email to the address on record with Agent. Licensee must ensure that his/her email account is available to receive package notification(s).

35. Warranty of Habitability. UMB hereby warrants that at all times during the Term it will substantially comply with applicable provisions of any Federal, state, county, or municipal statute, code, regulation or ordinance governing the maintenance, use, or appearance of the Apartment and Pascault Row. UMB covenants that the Apartment and all common areas of Pascault Row will be delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in substantial compliance with applicable laws. Licensee agrees that no action or proceeding for the breach of the warranty of habitability shall be instituted unless the Agent has notice of the conditions on the premises which constitute the breach of the warranty of habitability.

36. Force Majeure. If Agent and/or UMB'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 Agent's and/or UMB's control, then Agent and/or UMB shall be excused from performance of this License and will not have any liability in connection therewith.

37. Non-retaliation. UMB and Agent shall not remove Licensee or arbitrarily increase the Occupancy Fees or decrease the services to which Licensee has been entitled for any of the following reasons: (a) solely because Licensee or Licensee's agent has filed a good faith written complaint, or complaints, with UMB or Agent or with any public agency or agencies against UMB or Agent; (b) solely because Licensee

or Licensee's agent has filed a lawsuit, or lawsuits, against UMB or Agent; or (c) solely because Licensee is a member or organizer of any student organization. No removal of Licensee from occupancy shall be deemed to be "retaliatory" for purposes of this section upon the expiration of a period of six (6) months following the determination of the merits of the initial case by a court or administrative agency of competent jurisdiction. Nothing in this section may be interpreted to alter Agent's or Licensee's rights to terminate or not renew a license governed by a written license for a stated term of greater than one (1) month at the expiration of the Term or at any other time as the parties may agree.

38. Subordination. This License is and shall be subject and subordinate at all times to the lien of any mortgage(s) or deed of trust now or hereafter covering Pascault Row, and to all renewals, modifications, consolidations, replacements, and/or extensions thereof. Licensee shall execute any documents required to effect such subordination. Licensee shall execute promptly any document(s) which UMB or lender(s) may request with respect thereto. If Licensee fails to do so within fifteen (15) days from the date of receipt of written request therefor from UMB or the lender(s), UMB shall have the right and is hereby authorized to execute on behalf of Licensee any such document(s). Licensee shall attorn to any subsequent owner of Pascault Row.

39. Miscellaneous.

a) This License, the UMB Housing Handbook, the "Financial Aid Deferment" form, the "Installment Plan and Collection Policy" form set forth all the promises, agreements, conditions and understandings between the parties relative to the Apartment, and that there are no promises, agreements, conditions and understandings, either oral or written, between them other than are herein set forth.

b) Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this License shall be binding upon Agent or Licensee unless reduced to writing and signed by both Agent and Licensee.

c) All the covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of Agent and Licensee. The singular shall include the plural. The male gender shall include the female, or both male and female, wherever the context shall so require. The headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this License, nor shall they affect its meaning, construction, or effect.

d) Licensee acknowledges that the statements and representations made in the application for the Apartment are true; that those statements have induced Agent to enter into this License; that they are deemed a part of this License; and that the falsity of any of them shall constitute a breach hereof and entitle UMB and Agent to the same relief as a breach of any other covenant or condition contained herein.

e) If any provision of this License is by the courts held to be illegal or in conflict with any law of the state, county or municipality where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain the particular part, term or provision held to be invalid.

f) Licensee acknowledges that a copy of this License was delivered to Licensee at the time the License was fully executed. Licensee also acknowledges that, if requested, Licensee did receive, prior to signing, a copy of the proposed License form in writing, complete in every material detail,

except for the date, the name, and address of Licensee, the designation of the Apartment, and the Occupancy Fees, without requiring execution of the License.

g) Failure of Agent to insist in any one or more instances upon a strict performance of any of the covenants of this License, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect, unless otherwise provided in writing and signed by Agent.

This License may be executed in counterparts and by facsimile or email transmission. All facsimile or email signatures shall be treated as original signatures for all purposes.

**SIGNATURE PAGE**

**PASCAULT ROW APARTMENTS  
HOUSING LICENSE 2018-2019**

IN WITNESS WHEREOF, the parties have signed this Housing License, effective as of the date of the last signature below.

**LICENSEE**

«E1\_Signature»

\_\_\_\_\_  
Signature

«Primary\_First\_Name» «Primary\_Last\_Name»  
\_\_\_\_\_  
Print Name

**CAPSTONE ON-CAMPUS MANAGEMENT, INC.** *as agent for Maryland Economic Development Corporation*

By: «Ei1\_Signature»

\_\_\_\_\_  
Signature

**APARTMENT INFORMATION**

Apartment Location:	«Cvp_Unit_Location»		
Apartment/Room:	<b>Unit Assignments will be released on or before June 1, 2018.</b>		
Mailing Address of Assignment:	<b>Unit Assignments will be released on or before June 1, 2018.</b>		
Apartment Type:	«Cvp_Unit_Type»		
Start Date:	«Cvp_License_Start_Date»	End Date:	«Cvp_License_End_Date»
Occupancy Fees:	<b>FALL: \$«Cvp_Prow_Fall_Rate» / SPRING: \$«Cvp_Prow_Spring_Rate»</b>		
Deadline for Requesting Change in Assignment:	«Cvp_Deadline_For_Requesting_Change»		

**Emergency Telephone Numbers**

- Emergency.....911
- UMB Police.....711 or (410) 706-3333
- Fayette Square after-hours security desk.....(410) 706-5528
- UMB Police/Escort.....(410) 706-6882



# PASCAULT ROW APARTMENTS HOUSING LICENSE 2018-2019

## RESIDENT INFORMATION

Licensee Information	
Name:	«Primary_First_Name» «Primary_Last_Name»
UMB ID Number (if applicable):	«E1_Text»
Permanent Address:	Street: «E1_Text» City, State, Zip:
Home Telephone Number:	«Primary_Home_Phone»
Cell Phone Number:	«Primary_Cell_Phone»
Other email address:	«Primary_Email_Address»
Emergency Contact Info:	Name: «E1_Text»
	Telephone #: «E1_Text»
	Relation: «E1_Text»



All persons will be treated fairly and equally without regard to race, color, religion, sex, family status, disability, national origin, or source of income.



## **MENINGOCOCCAL VACCINE WAIVER FORM**

Dear Future Resident:

Effective June 1, 2000, Maryland Law requires that every student, who resides in University housing, be vaccinated against meningococcal disease or signs a waiver. Please read below and select (via check) box ONE OF THE TWO sections below, as it pertains to you and then sign below.

### **«E1\_Checkbox» MENINGOCOCCAL VACCINE REQUIREMENT**

I have received the meningococcal vaccine as required by Maryland Law for individuals residing in University Housing. Documentation from a physician or health clinic or receipt of vaccine, and date vaccine was administered will be emailed to [umbhousing@umaryland.edu](mailto:umbhousing@umaryland.edu) prior to the start of the license agreement/move-in date.

### **«E1\_Checkbox» WAIVER AGE 18 YEARS OR OLDER**

I am 18 years of age or older. I have received and reviewed the information provided on the risk of meningococcal disease and the effectiveness and availability of 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 institute of higher education in Maryland who resides in University Housing shall receive vaccination against meningococcal disease unless the individual signs the waiver to the vaccination.

I voluntarily agree to release, discharge, indemnify, and hold harmless UMB Housing/Fayette Square/Capstone Management, from any and all costs, liabilities, expenses, claims, demands, or causes of action on account of any loss or personal injury that might result from my non-compliance with the law.

I choose to waive receipt of the meningococcal vaccine.

**I confirm the information provided above to be true and accurate.**

«E1\_Signature»

\_\_\_\_\_  
Signature

«Primary First Name» «Primary Last Name»

\_\_\_\_\_  
Printed Name