

The Residences at 523 Newbury Street - Housing License Agreement

I apply for assignment as a non-exclusive Licensee to occupy a dormitory room located at 523 Newbury Street Extension, Boston, MA 02215, commencing **August 8, 2015 to May 31, 2016**, which a room shall be assigned to me by the Licensor (the "Licensor") for the term of this License. I understand that this License is subject to the terms and requirements set forth as follows and to the rules, regulations and notices which are currently or subsequently posted, published, or distributed to graduate and professional students of the University and I agree to be bound by and comply with the same as a condition of residency.

In consideration of this License, I agree to pay to the Licensor the amount of **\$9,500.00**, payable in two installments (fall and spring) or as required by the Licensor. I agree to pay, upon execution of this License, **\$500.00** to the Licensor. This payment is non-refundable. In the event that I choose to leave 523 Newbury Street Extension prior to the end of the license period, I am not eligible for any refund of payments unless I complete the cancellation procedures outlined below. (In the case where a resident loses his/her housing privileges, all belongings must be removed from the dormitory room within ten (10) days. Housing charges will be prorated based on the date of Leave of Absence/Separation.)

I understand that the Licensor may assign or reassign me to any room in 523 Newbury Street Extension at any time and that I will be subject to disciplinary action if I occupy any room other than that assigned to me. I understand that employees and agents of the Licensor may enter my assigned room at any time: (a) that an emergency exists, (b) that I or the residential staff have requested service for my accommodations, or (c) with 24-hours notice provided to me via phone, email or posting.

The Licensor shall have the right to cancel this license for any cause it deems reasonable including, but not limited to, violations of any provisions of this License or the aforementioned terms, requirements, rules, regulations or notices. In addition, students are bound by the student behavior policies of their Resident Handbook and violations of these policies would be cause to cancel this license.

Cancellation of the license by the student is only allowed under the following conditions: (1) all dormitory rooms are filled and **(2)** there is a dormitory replacement applicant (a student deemed appropriate by the Licensor who is subject to the approval of the Licensor). Arrangements for cancellation are made between a cancellation applicant and replacement applicant. The process is complete **only** when an executed application for the replacement applicant has been completed.

The Housing License Agreement is subject to the Licensee's compliance with the following rules:

1. Only the student to whom a room is assigned may reside in such room.
 2. Students shall be financially responsible for any damage to Licensor's property occurring in their rooms. Students shall also be financially responsible for any damage to Licensor's property located outside their rooms but within the Premises arising from any carelessness, neglect or improper conduct of the student.
 3. Students are forbidden to modify, replace or repair the appointments of their rooms. Permission must be obtained from the Facilities Department before removing any furniture in the room.
 4. Each student is responsible for maintaining an acceptable standard of neatness and cleanliness in his/her room.
 5. **COOKING IS PROHIBITED IN DORM ROOMS. ALL COOKING MUST BE CONFINED TO THE KITCHEN or KITCHENETTE.** The following appliances are NOT PERMITTED for use in a room: (a) hot water heater for tea or coffee (b) dorm-size refrigerator (c) Irons (d) space heaters (e) NO other electrical devices without the prior written approval of the Licensor or Facilities Department. **MICROWAVE OVENS, HALOGEN LIGHTS AND AIR CONDITIONERS ARE NOT AUTHORIZED.** Unauthorized items are subject to removal and disposal without notice by Licensor or Facilities Department.
 6. All students must have one Building-entry Proximity Access Card and one Master Key System-issued key to their room. Duplicate keys are in violation of this license. **(There is a Master-Key System replacement fee and/or Building-entry Proximity Access Card of \$350.00 assessed to any occupant who loses his/her key.)**
 7. Students will respect the authority of the Resident Assistants who are the representatives of the Licensor, charged with the duty of enforcing all regulations governing dormitory life.
 8. The possession of firearms, fireworks, candles, or explosives is forbidden.
 9. No animal, fish, bird, reptile or fowl may be kept in the dormitory.
 10. No vehicle of any type (bicycles, motor bikes, etc.) may be kept in the dormitory. Limited space for bicycle storage is available upon the prior written approval of the Licensor or Facilities Department.
 11. The Licensor is not liable, directly or indirectly, for loss by fire or theft of any property located in 523 Newbury Street Extension of a resident.
 12. The Licensor reserves the right to inspect the resident's room relative to the foregoing rules and regulations and those stated above.
 13. Residents will not be cleared by the Licensor unless they have returned their room keys to the Licensor or Facilities Department and received a "Surrender Key Receipt."
 14. Residents are not permitted to store personal belongings while they are not residing in the dormitory. (i.e. over certain holidays) unless they enter into a storage agreement with the Licensor.
 15. Residents are not permitted to remove furniture and/or equipment from other rooms and/or common areas. Individual rooms will contain one mattress, one bed frame, one desk, one chair, and one dresser.
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Please fill out, sign and return this Housing License Agreement along with a non-refundable check in the amount of \$500.00 payable to "Newbury Associates", as agent for the Licensor, and return to:

Newbury Associates
c/o HADCO
21 Drydock Avenue, First Floor PMB 49
Boston, MA 02210

Housing Agreements that are received by April 15, 2015 will receive room assignment priority.

NAME (PLEASE PRINT CLEARLY)

STUDENT ID # (if already assigned)

SCHOOL/PROGRAM

CLASS YEAR

EMAIL ADDRESS (University email preferred)

LOCAL PHONE NUMBER

MALE _____ FEMALE _____

CURRENT ROOM ASSIGNMENT
(if already a Newbury Street Resident) _____

Every resident who lives at the premises must provide a confidential emergency contact person(s) and telephone number(s) who will be notified in the event the student is suspected to be missing or endangered. This information will only be disseminated to authorized campus officials and law enforcement officers to further a missing or endangered person investigation.

CONFIDENTIAL EMERGENCY CONTACT NAME

CONFIDENTIAL EMERGENCY CONTACT PHONE

We will attempt to distribute residents by class year, program, gender, etc. throughout all three floors and, therefore, cannot accommodate specific floor/room requests by dormitory residents. If there are extenuating circumstances that we should be aware of when making room assignments, please provide details below. (Please note: most returning residents will be assigned the same room, particularly if they are living in the premises during the summer months or used the summer storage option.)

SIGNATURE

DATE

INITIAL HERE IF OVER 18

{Office use only} License granted by Agent of the Licensor: _____

This agreement supersedes all other written and oral references to housing policies and practices.
2/2014