

FAYETTE SQUARE APARTMENTS HOUSING LICENSE 2020-2021

This Housing License (“**License**”) between «**Primary First Name**» «**Primary Last Name**» (“**Licensee**”) and Capstone On Campus Management, Inc. (“**Agent**”) as agent for Maryland Economic Development Corporation (“**Owner**”).

Background

Licensee has applied for and Agent hereby agrees to provide housing accommodations (the “**Apartment**”) in Fayette Square Apartments, 500-518 West Fayette Street, Baltimore, Maryland 21201 (“**Fayette Square**”). Owner is the owner of Fayette Square, which is operated as a component of on-campus housing of University of Maryland, Baltimore (“**UMB**”). Agent is retained by Owner to manage Fayette Square and to act on Owner’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. Owner 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 identified on the signature page 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 for Licensee.

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 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 Agent. 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 End Date.**

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

2. Payment of Occupancy Fees.

a) Licensee covenants and agrees to pay when due the Occupancy Fees noted on the Signature Page for occupancy and use of the Apartment (“**Occupancy Fees**”). All Occupancy Fees are due and payable on or before the first (1st) day of that month.

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 Fayette Square account as of the Start Date unless an installment plan has been approved.

c) Checks or money orders tendered as payment shall be made payable to “Fayette Square.” Payments may also be made by using the Resident Portal on www.umaryland.edu/housing using a credit card or electronic debit from a checking account. Use of a credit card for payment is subject to a 2.5% convenience fee. All payments must be tendered in U.S. funds.

d) Any payment received by Agent will first be applied to any outstanding charges (such as late charges, cleaning service

fees, damages, court costs, attorney’s fees, and return check charges) incurred by or on behalf of Licensee prior to applying same to the current installment of Occupancy Fee due. If the payment tendered by Licensee fails to cover the total charges outstanding, then Licensee shall immediately pay the difference, plus any late charges. No endorsement or statement on any check or letter accompanying any check or payment shall be deemed to be a waiver or accord and satisfaction, and Agent may accept such payment without prejudice to Agent’s right to apply same as stated herein or to recover the full balance due.

e) Agent reserves the right at any time during the Term to specify and demand a particular form of payment for all money due, whether such form of payment is money order, cashier’s check, or personal check; provided however, that Agent shall give Licensee and Guarantor no less than fifteen (15) days advance notice in the event such election is made. Agent shall at all times have the right to refuse payment in the form of “cash” for money due hereunder.

f) If any payment of the Occupancy Fees is not received by Agent prior to the tenth (10th) day of the month, Licensee shall also pay, as an additional fee, **a late charge of five percent (5%)** of the delinquent installment of Occupancy Fees. The right to collect a late fee, however, shall not constitute a waiver of Agent’s right to immediately institute legal proceedings for fees, damages and/or repossession of Apartment for non-payment if the installment is not received on the first (1st) day of the month.

g) Licensee shall pay a charge of Thirty-nine Dollars (\$39.00) for any check returned for non-sufficient funds, or which otherwise fails to clear the issuer’s bank. Said charge shall be due and payable immediately upon notification to Licensee of such dishonor and shall be in addition to any late charges assessed. The returned check fee shall constitute additional fees hereunder.

h) Any money remaining owed thirty (30) days after the End Date may be submitted to a collection agency. In such event, a collection expense of forty percent (40%) of the total amount remaining due will be added to the original balance as additional Occupancy Fees due.

i) Subject to Section 10, 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 installments of Occupancy Fees for the entire Term and until

the entire Occupancy Fee is paid in full, or otherwise recovered by Agent through mitigation of damages.

3. License Default

a) A default under the terms of this License will result in the acceleration of all Occupancy Fees, making them immediately due and payable, and will not otherwise release Licensee from his or her obligations hereunder.

b) Agent may enter and repossess the Apartment upon twenty-four (24) hours' notice to Licensee. This right of re-entry shall not limit any other rights that Agent may have in law or equity.

c) Events of default include but are not limited to:

- i. Licensee's failure to timely make any payment of Occupancy Fees, or additional charges, fees, or penalties due under this License
- ii. Any breach or violation of the terms of this License, including failure to maintain affiliated status with UMB
- iii. Refusal to vacate the Apartment upon termination of the License, Term or Renewal Term
- iv. Violation of any of the rules attendant to this License
- v. Violation of any UMB disciplinary rules
- vi. Violation of any applicable Federal, State, or local law, regulation, or ordinance

d) The events of default set forth above shall constitute a breach of the License and may result in any or all of the following remedies:

- i. Termination of the License
- ii. Denial of future housing and/or legal action
- iii. Repossession of the Apartment
- iv. Referral to UMB for disciplinary purposes
- v. Refusal to renew the License for additional terms
- vi. Such other remedies as provided by law or by this License

e) In the event of breach or default of License, the Licensee will be liable for damages as follows:

- i. For all past due Occupancy Fees and charges
- ii. For all unpaid Occupancy Fees that would accrue through the expiration of the Term
- iii. For all expenses that the Agent may incur in preparing the Apartment for future occupancy; and
- iv. For all court costs, collection costs, and reasonable attorney's fees incurred by Agent as a result of Licensee's breach.

f) Licensee will receive written notice of pending default and will be given forty-eight (48) hours to provide a written response

outlining actions to cure issue(s) leading to a default. Notification can be in written or emailed form.

4. Assignment of Apartment; Licensee Requests.

a) Licensee will have access to the Resident Portal no later than 60 days prior to the Start Date of the License in order to obtain applicable apartment number, 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) 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 Agent with a written request. Agent will attempt to honor the request; however, approval is not guaranteed. Licensee will receive written or email notification from Agent if the request is approved.

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 the Licensee no longer requires a medical-needs unit or this designated space is needed for a Licensee with a specific documented medical need for such unit.

5. Transferring Bedrooms / Apartments

a) Agent and the Owner shall not be liable for any personal conflict of the Licensee with any other Licensees that reside at the premises or their guests, invitees, or visitors. Therefore, a conflict between Licensees does not constitute grounds for termination of this License by Licensee.

b) Any Licensee desiring a transfer should submit an email to the UMB Housing Office to include the reason for the requested transfer and any specific request(s) related to the transfer.

c) Agent will consider any formal written request for transfer, but may approve or deny such request in Agent's sole and absolute discretion.

6. Reassignment of Apartment.

a) 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 the Agent. Five days' notice will be provided by the Agent, except under extraordinary circumstances.

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

7. Licensee Status Required. By the start of the Term of this License, and at all times during the Term or any renewal thereof, Licensee must be enrolled in a graduate or undergraduate program of UMB, or otherwise be an eligible occupant of Fayette Square to include but not limited to local Universities and Colleges and other University of Maryland entities. Licensee must provide a Letter of Acceptance or Offer Letter from their Institution/Department for confirmation of eligibility. Licensee grants Agent permission to verify student status with UMB. Licensee will remain responsible for Term of License after graduation unless they have been granted a 10-month license or are granted early release through the License Cancellation Process as per Section 12.

8. Spouse and Domestic Partner Housing. Upon completion and approval by Agent of the "Spouse & Partner Addendum To License" the Apartment may also be occupied by a spouse or domestic partner of the Licensee. 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 charge

when a spouse or domestic partner has been approved to live with a Licensee. Agent reserves the right to deny residency immediately, treat such residency as a breach of this License and pursue remedies set forth in Section 3 or require Licensee and/or non-permitted occupants to vacate the Apartment if Licensee does not meet these requirements.

9. Meningococcal Vaccination. Students residing in college housing must be vaccinated against meningitis. Licensee may be exempted from this if Licensee objects thereto in a written statement signed by the Licensee (or parent/guardian if Licensee is under 18 years of age), explaining how the administration of immunizing agents conflicts with the Licensee's religious tenets or practices. Proof of vaccination or Licensee's written objection thereto must be on file with the Agent at the Management Office prior to Occupancy.

10. Inability to Give Possession. If Agent is unable to give Licensee possession of the Apartment, or comparable accommodations as herein provided, Agent shall not be liable in damages to Licensee. During the period that Agent is unable to give possession, all rights and remedies of the parties hereunder shall be suspended and the Occupancy Fees shall be abated. If Agent 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.

11. Assignment/Sublicense. Licensee shall not assign this License or sublicense the Apartment or any part thereof without the prior written consent of Agent. If Licensee assigns or sublicenses his or her license in the Apartment without Agent's prior written approval, an administrative fee of \$400.00 will be charged to Licensee's account. In addition, Agent shall have the right to remove the unauthorized occupant(s). If Agent agrees to a sublicense or assignment, the Occupancy Fees as they accrue shall be paid by the sublicensee/assignee to Agent, 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.

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

- With written notification prior to License Start Date: no liability for Occupancy Fee
- With written notification after License Start Date: Licensee must submit License Cancellation Request with supporting documentation and would be responsible as per the terms of the License Cancellation Policy
- 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

c) 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 documentation supporting the reason for the request.

d) **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 1st will incur a \$500 cancellation fee. Requests made and approved on or after July 1st but prior to Start Date will incur a \$1000 cancellation fee. 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 or until a new License is signed by a Qualified Applicant.

e) **Termination after start date. This License is effective upon execution, 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 \$1000.00 cancellation fee payable prior to move out if the request is approved along with any Occupancy Fees through the End Date unless otherwise agreed.

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

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

h) No termination requests will be considered if Licensee does not provide documentation supporting the reason of their request.

i) 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.

13. 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 the Licensee remains past the End Date. In addition, Licensee shall be liable for all consequential and/or other damages suffered by Owner, including but not limited to lost future Occupancy Fees and/or reasonable attorney fees, as a direct or indirect result of the Licensee's holding over.

b) If any items of personal property are left in Fayette Square or the Apartment after this License has been terminated: a) if the Licensee leaves Fayette Square and turns in his/her keys, 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 the Licensee leaves Fayette Square and does not turn in his/her keys, Agent will hold personal property for a maximum in its sole discretion of thirty (30) days at Licensee's sole risk and expense, after which 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 the Licensee.

14. 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. Agent reserves the right to refuse to offer a license to a Licensee during any subsequent academic year in its sole and absolute discretion. Agent also reserves the right to refuse to offer a License to a Licensee if the Licensee's account does not have a zero balance at the time of license renewal. Should any Licensee occupy any Apartment in Fayette Square after the End Date with the approval of 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 Apartment/bedrooms for a subsequent academic year must be available to move during the week following the End Date. Apartment transfers will occur as Agent notifies Licensee and can happen at any point during the week following End Date.

15. Permission.

a) The Licensee grants permission for Agent or its representative to contact at any time the Licensee's parent, guardian or sponsor, and/or Guarantor regarding any issue related to the Licensee's residency. Further, the Licensee grants permission to 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.

16. Missing Persons Policy Under federal law, the Licensee has the right to confidentially register with Agent the name and contact information of person/s that the 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.

17. 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, 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.

18. Right of Entry.

a) UMB and Agent shall have the right of access to the Apartment upon reasonable notice to Licensee, or without

notice if the Apartment appears to be unoccupied, by use of a key, or by force, if necessary, without being liable to prosecution therefore for 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 Fayette Square, or to enforce any provision of this License or undertake any action authorized under this License. Licensee shall not change or add locks or otherwise prevent Agent from access. In addition, Agent or its 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 the Licensee or any other Licensee or any property thereof (in which event Agent or its representatives may immediately enter the Apartment at any time without prior notice to, or consent from, Licensee), 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 to by Agent and Licensee. If Licensee is absent from the Apartment at the time of entry, 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 electronic 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 Fayette Square, 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 Owner or its Agent or representative will inspect the Apartment on a regular basis to ensure Licensee's compliance with all rules and regulations and maintenance of the Apartment and Fayette Square in a good, clean, and sanitary condition.**

Agent will post notices of these inspections as noted above.

e) A maintenance request by a co-Licensee of the Apartment occupied by Licensee shall constitute permission for Agent or its representatives to enter into the Apartment. Licensee shall also permit Agent or its 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 the Licensee has abandoned the Apartment.

f) Agent hereby reserves all rights to enter any Apartment on a regular basis for maintenance, health and safety, and care requirements. Further, without notice, Agent reserves 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.

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

a) Licensee will keep that part of Fayette Square and the Apartment which Licensee occupies and uses clean and sanitary and dispose from Fayette Square 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 Fayette Square. In addition, no garbage can or refuse container of any kind, other than those provided by Agent, may be placed anywhere outside. Licensee is responsible for properly disposing of any garbage or debris generated on the grounds of Fayette Square 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 Fayette Square or the Apartment with Licensee's permission from destroying, defacing, damaging, impairing or removing any part of Fayette Square, the Apartment, or the facilities, equipment, or accessories 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 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 Fayette Square 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 Fayette Square, 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 part of the Apartment or Fayette Square.

20. Pest Control. Agent has incorporated a preventative maintenance plan to control pests within Fayette Square; 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 Fayette Square 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 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 his/her Apartment. All secondhand furniture must be thoroughly inspected by Licensee, for the purpose of finding and eliminating bedbugs or other pests, prior to move-in.

d) If Licensee's belongings or furniture are found to have bedbugs, they must cooperate with Agent's treatment efforts.

e) If Licensee is exposed to bedbugs or suspect that they have been bitten by one or more bedbugs, they must notify Agent immediately.

f) In order to confirm or deny the existence of bedbugs in an Apartment, Agent will enter and inspect the Apartment during normal business hours without twenty-four (24) hours of advance notice. Inspection will be completed by a trained vendor.

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

h) Licensee's failure to cooperate with Agent's treatment efforts or a reentry of bedbugs into the building once treatments have concluded will result in all Licensees residing within the Apartment to be charged for all treatment costs and resulting damages and expenses.

i) If it is determined with reasonable certainty that Licensee is responsible for bringing bed bugs into the Building and/or the Apartment, Licensee shall be liable for all reasonable costs of extermination, cleaning and pest control treatments incurred by Owner/Agent for treating the Building and/or Apartment for bed bugs. Likewise, if bed bugs are confirmed in the apartment after Licensee vacates, Licensee shall be responsible for such costs. Furthermore, Licensee shall also be held responsible for lost rental income and other expenses incurred by Owner/Agent to move and/or relocate Licensees in adjacent Apartments in order to perform pest control treatments in other Apartments.

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

k) No diminution or abatement of any occupancy fees, payment or other compensation shall be claimed, paid or allowed for inconvenience or discomfort associated with the presence or extermination of bedbugs in the Premises, Apartment, the Building, or any part thereof.

l) Licensee hereby agrees to hold Owner and Agent harmless from any causes of action, demands, liabilities, losses or claims for damages and expenses to person or property to the extent such claims arise out of, or are based upon, a bed bug infestation.

21. 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 to Agent 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 Agent may, at its discretion, temporarily relocate Licensee to a comparable apartment while Agent evaluates and/or remediates the problem.

22. Inspection. Licensee has the right to be present when Agent or its representative inspects the Apartment to determine whether any damage was done to it during the Term of this License, provided that Licensee gives Agent 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, 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.

23. 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.

24. 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.

25. 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, 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 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 if other comparable accommodations cannot be found.

26. 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, Agent's verified assessment for damage repair shall be conclusive. No property belonging to Owner is to be moved from the Apartment without the written permission of 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 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 cannot be ascertained. If their identity can be ascertained, Licensee shall be liable for all of such damage.

27. Services. Licensee acknowledges that Agent has equipped Fayette Square 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, Agent shall use reasonable efforts to promptly restore the service, and shall not be liable to 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 Fayette Square, Agent may stop or curtail their operation.

28. 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 the Licensee at the address of the Apartment, and to Agent at the Fayette Square Management Office located 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.

29. 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. Heat and Air Conditioning may be with a shared controller in multi-bedroom Apartments where control for HVAC unit is in one bedroom and provides HVAC for a second bedroom.

a) Licensee shall be responsible for any and all costs associated with installation and/or 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 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 or electronics maintenance services to Licensee. Maintenance of any of Licensee's computer or electronic 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 Agent or as provided by law, but only following due notice to 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 Fayette Square, 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 Fayette Square 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 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 Agent and other Licensees when the Apartment is occupied. When the Apartment is unoccupied, Licensee should manage the thermostat in a manner that provides necessary heating or cooling to avoid damage to the Apartment, but keeps the consumption level to a minimum. Electricity and water usage should be kept to a reasonable level at all times.

30. Comcast Equipment. Service: Comcast will provide a digital converter box for cable in the Apartment. The digital converter boxes have a serial number and all digital converter boxes have been inventoried. Licensee will be responsible for any loss or damage to the digital converter box. Loss or damage to the digital converter box, Xfinity remote control, or HDMI Cable cord may result in Licensee paying the replacement cost up to \$250/item. You **MAY** add service or upgrade your cable service at your own expense. Fayette

Square Apartments will **ONLY** cover the basic cable provided to you with your housing license. **All items are property of Fayette Square Apartments and are to be left in the room upon check-out. Presence of equipment will be confirmed upon room inspection prior to unit/room being cleaned for new occupant.**

a) Equipment will be distributed as follows:

Studio/Efficiency apartments have 1 digital converter (1 power cord, 1 HDMI 6ft. cable and Xfinity remote included)

1 bedroom apartments have 2 digital converters (1 power cord, 1 HDMI 6ft. cable and Xfinity per adapter included)

2 bedroom apartments have 3 digital converters (1 power cord, 1 HDMI 6ft. cable and Xfinity per adapter included)

3 bedroom apartments have 4 digital converters (1 power cord, 1 HDMI 6ft. cable and Xfinity per adapter included)

4 bedroom apartments have 5 digital converters (1 power cord, 1 HDMI 6ft. cable and Xfinity per adapter included)

7 bedroom apartments have 8 digital converters (1 power cord, 1 HDMI 6ft. cable and Xfinity per adapter included)

31. Rules. Licensee shall abide by any rules and regulations which may be adopted by Agent or UMB 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 Agent or UMB 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 Agent; assignment of sanctions; removal from Agent; or denial of future housing.

32. 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 Agent will be entitled to all of the rights and remedies reserved herein.

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

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

b) All other Licensees 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, Fayette Square 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 Licensees 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 Fayette Square and/or Apartment.

34. Animals; Pets. The presence of any animals or pets in or about Fayette Square or the Apartment is subject to prior written approval of Agent. In order to keep a pet, Licensee must complete the Animal and Breed Specific Housing

License Agreement Addendum and pay the \$350 non-refundable pet fee. Each approved pet is subject to a \$25 per month pet fee. No pet is approved without written or emailed notification from Agent. **Visiting pets are prohibited.**

Licensees who have a pet or 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.

a) Any individual found with an **unauthorized pet** on the Property will be assessed a **\$500 fine** and will be responsible for the non-refundable pet fee and pet fees for the time they have the pet on the Property.

35. Service Animals. A qualified Licensee may keep a service animal in Fayette Square that has been specifically trained to aid the Licensee, upon prior notification and documentation to 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 the event of an emergency. Licensee must register the service animal with the Office of Educational Support and Disability Services and provide documentation from a staff member of that office verifying that the service animal has been registered. Agent reserves the right of removal for any service animal whose behavior poses a direct threat to the health, safety and welfare 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 service animal.

36. 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 Fayette Square 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 ANY AREA OF FAYETTE SQUARE. INCLUDING IN ANY INDIVIDUAL APARTMENT AND THE COURTYARD AREA.**

37. 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.

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

39. 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).

40. Indemnification and Insurance Notice. Neither Owner nor agent shall be liable for any damage or injury to Licensee or any other person, or to any property, occurring in 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. Licensee shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Apartment and/or other Licensees. Licensee understands that neither Owner nor Agent's insurance cover Licensee's belongings from losses not caused by Owner or Agent's negligence and Owner and Agent strongly recommend that Licensee obtain an all-risk policy in addition to marking all valuables for "Operation Identification." Licensee 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 Licensee to remove any valuable personal property, lock their doors, and take measures to secure their own personal property.

41. Licensee's Liability, Indemnity. Licensee will indemnify and hold harmless Agent, Owner, and UMB from and against any and all liability arising from injury during the Term to person or property occasioned wholly or in part by any act or omission of Licensee, or of the guests, occupants, assignees, or sub-licensees or Licensee.

42. Limitation of Liability.

a) Agent, Owner, and UMB shall not be liable for any injury, loss, damage or liability from any cause whatsoever (including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft or any other crimes, or damage attributable to smoke, power surges, fire, or any other calamity irrespective of the cause) to Licensee or to any other person, or to their personal property, occurring in any portion of Fayette Square or upon the grounds, including any elevators, stairways, hallways, or any other appurtenances used in connection therewith, except to the extent such injury, loss, damage or liability arose solely from the negligence or misconduct of Agent, Owner, and UMB. No insurer may claim a right of Licensee's subrogation by reason of the invalidity of this provision.

b) All personal property placed or kept in the Apartment and Fayette Square, or in any storage room or space, shall be at Licensee's sole risk, and Agent, Owner, and UMB shall not be liable for any damages to or loss of such property. Licensee is hereby advised that Agent, Owner, and UMB do not carry insurance on Licensee's personal possessions. **Licensee is strongly encouraged to keep his/her doors locked at all times. Licensee is hereby advised that Agent does not carry insurance on Licensee's personal possessions, and Licensee is strongly encouraged to secure apartment dwellers or similar insurance to cover any loss or damage to Licensee's personal property.** This Licensee imposes no obligation or duty on Agent, Owner, and UMB to maintain

specified security patrols or to warn Licensee of criminal incidents occurring on or about Fayette Square.

43. Warranty of Habitability. Agent 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 Fayette Square. Agent covenants that the Apartment and all common areas of Fayette Square 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 and Agent has a reasonable opportunity to cure the alleged condition.

44. 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, 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 control, then Agent shall be excused from performance of this License and will not have any liability in connection therewith.

45. Non-retaliation. Agent shall not remove the Licensee or arbitrarily increase the Occupancy Fees or decrease the services to which the 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 Agent or with any public agency or agencies against Agent; (b) solely because the Licensee or the Licensee's agent has filed a lawsuit, or lawsuits, against Agent; or (c) solely because the 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 the 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.

46. 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 Fayette Square, 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 Agent 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 therefore from Agent or the lender(s), Agent 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 the Property.

47. Miscellaneous.

a) This License, the UMB Housing Handbook, the "Financial Aid Deferment" form, and the "Installment Plan and Collection Policy" form set forth all the promises, agreements, conditions and understandings between Agent and Licensee 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 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 the Licensee, the designation of the Apartment, and the Occupancy Fee, 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.

h) 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
FAYETTE SQUARE APARTMENTS
HOUSING LICENSE 2020-2021

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:	«Cvl_Unit_Location»		
Apartment/Room:	«Cvl_Assigned_Unit_Space»		
Mailing Address of Assignment	«Cvl_Mailing_Address»		
Apartment Type:	«Cvl_Unit_Assignment_Type»		
Start Date:	«Cvl_Renewal_License_Start_Date»	End Date:	«Cvl_Renewal_License_End_Date»
Occupancy Fees:	\$«Cvl_Term_Occupancy_Fees» (\$«Cvl_Monthly_Occupancy_Fees» per month) + \$75.00 Laundry Fee		
Deadline for Requesting Change in Assignment:	«Cvl_Deadline_For_Requesting_Change»		

If Licensee is a Minor: If Licensee is a minor, this Housing License must be co-signed by a parent or legal guardian. By signing this Housing License, the parent or legal guardian assumes the status of a Guarantor to the Housing License, and is jointly and severally obligated with Licensee for each of the provisions set forth herein.

_____ <i>Signature of Parent or Legal Guardian</i>	_____ <i>Date</i>
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- Emergency Telephone Numbers**
- Emergency.....911
 - UMB Police..... (410) 706-3333
 - Fayette Square after-hours security desk.....(410) 706-5528
 - UMB Police/Escort.....(410) 706-6882




**FAYETTE SQUARE APARTMENTS
HOUSING LICENSE 2020-2021**

LICENSEE INFORMATION

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

2020-2021 Installment Plan & Collection Policy Addendum

Licensee: _____ «Primary First Name» «Primary Last Name»

Per the 2019-2020 License, standard rates and payment due dates are below:

APARTMENT TYPE	Payment Due August 3, 2020	Payment Due February 1, 2021
4 bedroom	\$6,090	\$6,090
3 bedroom	\$6,336	\$6,336
2 bedroom	\$7,470	\$7,470
1 bedroom	\$11,670	\$11,670
Studio (Greene)	\$9,330	\$9,330
Efficiency (Paca)	\$8,664	\$8,664
Townhouse	\$5,052	\$5,052

- Licensee is responsible for submitting every Occupancy Fee payment within the license schedule for Fayette Square Apartments.
- Failure to abide by this schedule will result in the consequences outlined in the Collection Policy section described below.
- Licensee may request an installment plan by completing the reverse side of this Addendum (page 2), otherwise payments are expected as per the license schedule above effective as of August 3rd and February 1st.
- The amounts listed above do not include a one-time per year laundry fee of \$75.00, which will be added to a Licensee's account as of the Initial Start Date in August or February.
- Licensee releases may be granted only if the release criteria are met (graduation, withdrawal from UMB, Active Military Service, or Study Abroad) with verifiable documentation submitted by the Licensee in advance accompanied by a completed License Cancellation Request Form.
- ***This addendum cannot be used in conjunction with Financial Aid. Licensees requesting payment deferrals for Financial Aid or Scholarship are not eligible for a installment plan and agree to the terms stipulated in the License, or if submitted and approved, a Financial Aid Deferral Addendum.***

Collection Policy:

1. All Occupancy Fee payments are due and payable as set forth by this Addendum on the Due Date by Cashier's Check, certified check, personal check, money order, credit card, or debit card. No bills, invoices, or statements will be sent. Electronic funds transfer payments and payment by major credit card (Visa and MasterCard) is acceptable but must be made through a third party service, via the Resident Portal at <http://www.umaryland.edu/housing> (**a 2.5% fee WILL apply for Credit Card/Debit Card transactions but not for Electronic Funds Transfers**).
2. Occupancy Fee payments via check/money order shall be made payable to "Fayette Square" and paid at/sent to the Management Office in Fayette Square.
3. Please write Licensee's full name, Apartment Number and Bedroom letter in the memo section of the check or money order. No partial or incomplete checks will be accepted. Postdated checks will be deposited on the date of receipt by the Management Office.
4. There will be a late fee of five percent (5%) of the installment charged to Licenses' account if installment is paid after the Tenth (10th) day after the due date. Late fees are considered to be due and payable as additional fees.
5. If installment is not paid in full before the end of the Tenth (10th) day after the applicable Due Date, legal action may be taken to collect same and/or to recover possession of the Apartment. The cost for all such actions, including attorney's fees and court costs, will be charged to Licensee's account. Personal checks will not be accepted for payment once legal action has been filed. In such event, the balance must be paid by cashier's check, certified check, or money order only.
6. Checks will only be submitted to the issuing bank once for payment. If Licensee's bank returns a check or EFT is returned for non-sufficient funds (NSF), Licensee is required to repay the amount of the payment and all additional charges immediately upon notification. All late fees including installments owed will be paid with credit cards, money order, cashier's checks, or certified checks. No personal checks will be accepted. All returned payments are charged a thirty-nine dollar (\$39.00) returned check fee, in addition to the five percent (5%) late fee and any bank fee incurred by Agent for deposit of an NSF check. After two (2) NSF checks, Agent will no longer accept personal checks from Licensee; only cashier's checks, certified checks, or money orders will be accepted.
7. IF LICENSEE'S INSTALLMENT PAYMENT IS NOT MADE ON OR BEFORE THE DUE DATE THREE TIMES DURING THE LICENSE YEAR OR SEMESTER PAYMENT IS NOT MADE BY THE LAST DAY OF THE MONTH IT IS DUE, THE AGENT MAY TERMINATE THE LICENSE IMMEDIATELY AND REPOSSESS THE PREMISES WITH ALL OUTSTANDING OCCUPANCY FEES BECOMING PAYABLE.

Installment Plan: Licensee is hereby requesting Agent to amend the above payment schedule and agrees to pay the Agent the installments on/or before the due dates as listed below. **Please Note:**

- The installment plan is intended to simplify the payment process, and *does not in any way represent a "monthly" rental rate plan. In addition, payments and rates do not represent a daily room rate, as the use of the Apartment is for the term. Therefore, this plan does not provide for a full month's use of the Apartment during the first and last month of the License.*

Please initial next to your requested payment amount:

12- Installment Payment Plan

Payment Due Dates:

August 3, 2020	December 1, 2020	April 1, 2021
September 1, 2020	January 1, 2021	May 1, 2021
October 1, 2020	February 1, 2021	June 1, 2021
November 1, 2020	March 1, 2021	July 1, 2021

Apartment Type

Payment Amount

«Cvl_Unit_Assignment_Type» - \$«Cvl_Monthly_Occupancy_Fees» Initial: «E1_Init»

I, the undersigned Licensee, have read and agree to all terms and conditions set forth in this addendum. I understand that this addendum is part of the License, especially those areas regarding Occupancy Fee payment expectations.

«E1_Signature»

Signature

«Primary First Name» «Primary Last Name»

Printed Name

MENINGOCOCCAL VACCINE WAIVER FORM

Dear Future Licensee:

Effective June 1, 2000, Maryland Law requires that every student, who resides in University housing, be vaccinated against meningococcal disease or sign a waiver. Please read below and select (via checkbox) 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 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