

RESIDENCE HALL LICENSE AGREEMENT

Academic Year XXXX - XXXX

MassArt Residence Halls

Please return this signed agreement to:
Office of Housing and Residence Life
621 Huntington Avenue
Boston, MA 02115

The Massachusetts College of Art and Design, (hereinafter referred to as the College) enters into this Agreement with the undersigned student (hereinafter referred to as the Resident) for the use of one residence hall space (hereinafter referred to as a Residential Room). This Agreement is for a residential space, not a particular room.

STUDENT STATUS

The Resident agrees that this Agreement may be terminated by the College and future such agreements may be denied by the College should the Resident 1) fail to maintain him/herself as a full-time student in good standing at the College, as defined in the College regulations and policies, or 2) fail to comply fully with any of the terms of this Agreement.

LICENSE AGREEMENT SUMMARY

The License Agreement Term is the length of time between the Starting Date and the Ending Date. Starting Date is **XXXXX XX, 20XX** and the Ending Date is **XXXX XX, 20XX**.

The Resident's assigned space shall be used and occupied by Resident for residential purposes only. The Residence Life Staff at Massachusetts College of Art and Design shall assign Resident to the Premises at the beginning of the Term; provided, however, that the College reserves the right to reassign Resident to other accommodations for cause(s) deemed sufficient by the Office of Housing and Residence Life. In the event of reassignment, this Agreement will remain in effect and will apply to the Resident's occupancy of that other space, the College will provide the Resident with ten (10) days written notice in the event that it elects to reassign the Resident to another bedroom.

This Agreement is for a bedroom, and at no time shall be interpreted to refer to a specific unit within the building. The College will determine the specific Bedroom and Unit Number on or before the Starting Date.

ACCEPTANCE OF THIS AGREEMENT

The Resident's signature on this License Agreement signifies that the Resident has read this document and agrees to abide and be bound by all terms and policies specified in this Agreement and each and every other policy or regulation issued by the College regarding residential living.

DESCRIPTION AND RELOCATION

This Agreement is between Massachusetts College of Art and Design and the Resident, as defined above. The "Premises" is defined as including each of the following:

The Resident's sole use of an assigned Bedroom in the Apartment if the Resident is assigned to a single Occupancy bedroom or half a bedroom if the Resident is assigned to a double Occupancy bedroom (or any reasonable substitute Bedroom provided by us at our election); Together with the other residents of the Apartment, the Resident's joint use of the Common Areas in the Apartment and the Property (for purposes of this Agreement, "Common Areas" are those areas within the Apartment to which the Resident has access without going into another Bedroom, and, within the Property, those areas to which all residents have general access); and the Resident's joint use of all appliances within the Common Areas of the Apartment and the Property.

AGREEMENT TERM

The Agreement starts at 9:00am on the Starting Date, and ends at 7:00pm on the Ending Date. The Agreement Term shall not be shortened and liability of Resident shall not be reduced in the event that Resident is no longer a student at the Massachusetts College of Art and Design. Occupation of the Premises will not begin until the College has completed and executed all License Agreement documents. The College shall not be liable to the Resident for damages in the event that the College fails to provide Resident with a bed space either at the Starting Date of the License Agreement or at any time during the Term. Resident shall not be held responsible for fees during those days they are unable to occupy a bed space and this shall serve as Resident's only remedy for this occurrence.

OCCUPANCY

This Agreement does not convey a tenancy or other property interest to Resident; it creates a licensor/licensee relationship subject to the terms and conditions stated in this Agreement, the Student Handbook, the Student Code of Conduct, the Residence Hall Handbook and all other residential living policies issued by the College. "Occupancy" is defined by the issuance of a key/card access to Resident for a specified bed space and does not require actual physical presence by Resident or Resident's possessions.

Only Resident is permitted to live in the Premises and only so long as Resident are enrolled as a full-time student at the Massachusetts College of Art and Design. Resident is permitted to use the Premises only as a private residence and for no other purpose. Resident shall not transfer his or her rights under this License Agreement to another student without the written consent of the College. Consent to any transference of rights is at the sole discretion of the College. In the event of

an authorized transfer, Resident shall continue to be responsible for all obligations under this Agreement unless specifically released in writing by the College. The College's consent to one or more transfers will not be a waiver of rights of consent to any future transfer.

Only one (1) resident per bed space may live in the Apartment. The College has the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom. Should Resident fail to cooperate in the placement of a new resident, the College has the right to require Resident and/or any of the other Apartment residents to pay the College as part of Resident's respective fees, the fees due for such unoccupied bed space. The fact that Resident and Resident's roommates may be in conflict with each other will not act as grounds to terminate the Agreement. If Resident's roommate or a potential roommate was not truthful on their Residence Application, the College is not liable, but that person could be in default under his or her Agreement.

MOVE-IN

A Move-In Inventory and/or a Unit Condition Report form will be provided to Resident at the time Resident moves into the Premises. Within forty-eight (48) hours after Resident's move in, Resident must provide to the College written notice of any defects or damages in the Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and Resident will be responsible for any defects or damages not indicated on the Move-In Inventory and/or Unit Condition Report. Except for what Resident tells the College in writing, Resident accepts the Premises, fixtures, appliances and furniture in their "AS-IS" CONDITION, WITH ALL FAULTS AND IMPERFECTIONS. THE COLLEGE MAKES NO EXPRESS, AND DISCLAIMS ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.

MOVE-OUT

Unless the Agreement is terminated or cancelled, the following conditions apply to Resident:

- a. Resident's intention to leave the Premises permanently, whether on or prior to the Ending Date, must be provided to the College, with forty-five (45) days advance written notice of the specific date by which Resident will leave. Resident must pay all fees through the Ending Date of the Agreement by the time Resident moves out. Verbal notice is not sufficient. Resident is responsible for obtaining the College's written acknowledgment that the move-out notice has been received. **Even if Resident gives proper notice. Resident shall not be released from liability under the Agreement unless all fees are paid through the Ending Date of the Agreement.**
- b. When Resident leaves, whether at or prior to the Ending Date, the Premises, including, but not limited to, the windows, bathrooms, and kitchen appliances in the Common Areas, must be clean and in good repair and condition. Resident shall be liable for any and all reasonable charges to clean, repair or replace any features and/or appliances of the Premises after their departure. **It is required that Resident schedule a walk-through with the Residence Life staff prior to Resident's move out.** All bed spaces must be vacated prior to inspection. There will be one (1) inspection per apartment. If Resident does not properly go through check out or choose an express check-out, Resident hereby agrees to accept the assessment of damages and charges issued after final inspection. The final determination of damages will be made by the College and Building Management once the Residential Room has been fully vacated. Any and all charges for damages must be paid through the Management office via check or money order. Payment for damages must be made payable to the Artists' Residence. In the event that any items of personal property are left in the Residential Room after Resident leaves or the Agreement expires, the College will consider these items to be abandoned and the College may, without delay, take such action as the college desires and charge Resident with any costs incurred to keep, sell or dispose of such property without liability to the Resident or any other individual.

ALL HOUSING FEES WILL BE BILLED THROUGH THE BUSINESS OFFICE AT the Massachusetts College of Art and Design, with the exception of charges for damage as outlined above.

All checks and money orders must be payable to MASSACHUSETTS COLLEGE OF ART AND DESIGN.

Resident's initial nonrefundable deposit of **\$240.00** will be applied to Resident's first semester installment if Resident remains in housing.

FINANCIAL OBLIGATIONS

Failure to satisfy financial obligations on the date prescribed by the College may result in the loss of residence space. All fees must be settled in full by the following dates:

Fall Semester Bill: Must be paid in full by the 1st week of August.

Spring Semester Bill: Must be paid in full by the 2nd week of December.

Charges are billed by the Business Office of Massachusetts College of Art and Design.

Room and all other service charges are subject to change.

In the event of increases in room fees of more than \$100 per semester after the execution of this Agreement, the Resident shall have the right to terminate this Agreement as of the date on which said increases take effect, and provided that notice of such termination is made to the Director of Housing and Residence Life by hand delivery or certified mail within fourteen (14) days of the notice of such increase.

All payments must be by check, or money order made payable to "Massachusetts College of Art and Design." Cash payments are not acceptable. The terms of payment of these fees may be changed only upon written approval from the Vice President of Student Development.

For further information on the billing process for the 20XX/20XX Academic Year please contact the Business Office at (617) 879-7901.

FAILURE TO PAY REQUIRED FEES

The College reserves the right to withhold from the Resident his or her diploma, prevent the Resident from registering for classes, and/or prevent the Resident from occupying residence hall space in the event that any of the College fees, including damage fees, remain unpaid.

NON-DISCRIMINATION POLICY

The College prohibits discrimination on the basis of religion, race, creed, age, gender, veteran status, color, disability, sexual orientation or national origin in the assignment of persons as roommates.

PARENT/GUARDIAN SIGNATURE

Any resident who is less than eighteen (18) years of age on the Date of the signing of this agreement must have his/her parent or guardian also signs this Agreement.

ROOM RESERVATION DEPOSIT

In addition to the signed housing application, Resident is required to submit a non-refundable Room Reservation Deposit in the amount of \$240.00 (two hundred and forty dollars). This deposit will be applied to the first payment of the semester.

TERMINATION OF AGREEMENT

Contract Termination by the College

The College in its sole discretion can terminate this Agreement at any time if Resident is in violation of the Agreement. Should this Agreement be terminated, Resident will be required to vacate the residence hall within 48 (forty-eight) hours unless special permission, in writing, has been obtained from the Director of Housing and Residence Life or a designee of the Office. In the event that Resident does not vacate within the allowed time period, the lock will be replaced at Resident's expense, and any property of Resident remaining in the residence hall room or building may be treated as abandoned property or stored and held under limited access. All charges for removal, disposal and storage will be assessed to Resident.

Termination of this Agreement by the College shall result in the Resident being held liable for all charges assessed during the term of this Agreement, any and all room damages and unreturned keys. Resident shall also receive no refund for current semester room and board fees and shall forfeit the reservation/security deposit. Resident will be required to properly check-out with a residence hall staff member.

Contract Termination by the Resident

The Resident may terminate this Agreement by giving written notification to the Office of Housing and Residence Life under the circumstances outlined below. If Resident has occupied the assigned space, Resident must follow proper check-out procedures as published in the College Housing Handbook. An administrative fee of \$150.00 (one hundred and fifty dollars) shall be assessed to any Resident who fails to check-out properly. Additional costs may be assessed for a lock replacement. The Resident must contact the Office of Residence Life and Housing directly to terminate Resident's Agreement.

Authorized Termination Reasons:

No Financial Penalty Assessed:

Graduation. Request must be submitted in writing to be released from this Agreement due to Graduation.

Financial Penalty Assessed:

A financial penalty shall be assessed to any Resident submitting a written request for release from this Agreement under the following conditions:

Withdrawal from the College
Transfer to another school
Discipline

Housing cancellation

Other circumstances the College deems necessary for removal

Financial penalties shall be assessed based on the following schedule:

Cancellation received before May 1

The \$240 (two hundred and forty dollar) non-refundable deposit will be applied to the student's account.

Cancellation received on/after May 1 and before June 1

A \$540 (five hundred and forty dollar) cancellation fee will be added to the student's bill.

Cancellation received on/after June 1 and before July 1

A \$740 (seven hundred and forty dollar) cancellation fee will be added to the student's bill.

Cancellation received on/after July 1 and before the first day of classes

A \$940 (nine hundred and ninety dollar) cancellation fee will be added to the student's bill, only if the space can still be rented. If the space cannot be rented, the student will be responsible for the full charge. *(Subject to Appeal)*

Cancellation received on/after the first day of classes

Resident will be billed 100% of their room charge and the full amount of student activity and technology fees, if the space cannot be rented. *(Subject to Appeal)* If the space can be rented, the room charge will be adjusted as appropriate.

REMEDIES

Violation of this Agreement shall allow the College, without demand or notice other than as provided in this section, and in addition to other remedies allowed by law, to enact any of the following remedies:

Collect any fines imposed by this Agreement;
Begin legal proceedings to collect past due charges, fees and any other amounts due through the Ending Date of the Agreement, or until another individual takes occupancy, including but not limited to damages incurred because of the violation. In the event that another individual takes occupancy, the College may still recover from Resident the difference between the Resident's charges and the new occupant's charges. Terminate the Resident's right to occupy the Premises by written notice providing 24 (twenty-four) hours for the Resident to vacate the Premises. Any such termination shall not terminate the License Agreement or end the Resident's financial obligations for the Premises.
Report all violations to credit reporting agencies;
Draft Resident's checking account any sums we say Resident owe that Resident has not disagreed with in writings
Accelerate the remainder of sums due under this Agreement through the Ending Date; and
Pursue any combination of the aforementioned remedies.

Should the default solely relate to Resident's failure to move in, the College shall return any and all prepaid sums and the Room Reservation Deposit minus an administrative fee of \$100 (one hundred dollars), if and only if an acceptable replacement resident takes occupancy on the Starting Date.

The above listed remedies are in no way to be seen as exclusive or limiting within the applicable laws of the State

Agreement violations, including failure to pay any sums due, may also subject Resident to sanctions by Massachusetts College of Art and Design, which may prevent Resident from enrolling at the College and/or from obtaining diplomas for so long as any such sums remain overdue or unpaid.

All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

CUMULATIVE REMEDIES

The exercise of any remedy by the College shall not be taken to exclude or waive the right to exercise any other right or remedy which may be allowed under applicable law. Acceptance of any fees or amounts due after notice to vacate has been delivered shall not waive or diminish the College's continuing rights of eviction or any other contractual or statutory right unless specifically waived in writing.

COSTS AND FEES

Should legal proceedings be required as a result of Resident's violation of this Agreement, the College shall be able to recover all costs or fees involved, including reasonable attorney fees, as part of any judgment.

SALES

Any sale of the Property shall not affect this Agreement or any of Resident's obligations, but upon such sale MSCBA, and the College, will be released from all of our obligations under this Agreement and the new owner of the Property will be responsible for the performance of the duties of Agents from and after the date of such sale.

RESIDENT INFORMATION

If Resident has supplied information to the College by means of a housing application or similar instrument, Resident represents that all such information is true and correct and was given by Resident voluntarily and knowingly. If someone requests information on Resident or Resident's housing history for law enforcement, governmental or business purposes, the College may provide such information.

HOUSING FEES AND ADDITIONAL CHARGES

Resident shall pay all fees and charges on or before the date described in advance and without the College having to make demand for payment. All charges are payable at the Business Office of Massachusetts College of Art and Design (or at such other place of which the College notifies Resident in writing). Resident has no right to withhold fees or charges for any purpose, including an Act of God, unless we do not provide a Bedroom to Resident. Resident may not reduce any fees or charges payable to the College by any of Resident's costs or damages against the College. At our option, we can require that all money payable to us be paid in either certified or cashier's check, money order, or personal check. All checks and money orders must be payable to Massachusetts College of Art and Design. Cash will not be accepted without our prior written permission. Resident's obligation to pay all charges is a promise by Resident, which is independent from all of our promises, duties and obligations.

- a. At our option and without notice to Resident, any money that the College receives can be applied first to Resident's non-housing obligations and then to housing charges and fees (any past due housing charges and fees being paid first), regardless of whether Resident has made notations on checks or money orders and regardless of when the obligation came about.
- b. While the College is not required to accept partial housing payments, partial payments may be accepted. Acceptance of partial housing payments shall not be viewed as a waiver of the College's right to collect and enforce the payment of any remaining monies...
- c. Resident shall be liable for all costs or charges associated with the College having to provide special services to Resident or on Resident's behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in this Agreement.

FOOD SERVICE

Each resident must participate in the College food service plan unless a waiver is granted by the Director of Housing and Residence Life.

ALL SUCH WAIVERS MUST BE APPROVED PRIOR TO THE START OF CLASSES. NO WAIVER WILL BE APPROVED AFTER THIS DATE.

Only those who present a letter from a physician that details medical reasons for not participating in the food service plan will be considered for exemption. Such a letter shall not be considered by the Resident to be an exemption unless and until assessment of said letter is complete. The Director of Housing and Residence Life will assess each letter, in consultation with the Director of Health Services and the Manager of Food Services, if necessary. Residents who have submitted a letter should inform their physician to expect a call from the Director for further information regarding the resident's medical condition if the letter is not in detail. Follow up of this medical condition will be provided in the College's health office each semester as a condition of waiver. This follow-up can be done in collaboration with a Resident's physician should this be helpful.

MEAL PLAN CANCELLATION

If one of the following occurs, on or after XXXXX XX, 20XX, for the first semester, or on or after XXXXX XX, 20XX, of the second semester, no refund shall be issued. Student will lose 100% of meal plan cost.

- Withdrawal from the College
- Transfer to another school
- Discipline
- Housing cancellation
- Other circumstances that cause loss of meal plan

RESIDENT'S OBLIGATIONS AND RESPONSIBILITIES

Resident agrees to the following obligations and responsibilities while occupying the Premises:

- a. Resident shall keep and maintain the Premises in good clean condition excepting reasonable wear and tear, and shall make no alterations or additions thereon or therein without the prior written consent of the College.
- b. Resident will keep the sinks, lavatories and commodes open and report any malfunction immediately upon Occupancy or occurrence.
- c. Resident will pay for misuse or reimburse the College or any designated agent for any service calls made necessary by Resident's negligence or misuse of the heating system, plumbing system or any other aspect of the Premises and repay the cost of all repairs made necessary by negligent or careless use of the Premises.
- d. The Resident shall immediately report to Resident Director and/or Management Company, any act of vandalism to the Premises or the apartment unit in which Resident occupies. Failure to report same within twenty-four (24) hours shall constitute evidence that any damages were not so caused. The Resident agrees to promptly report any repairs which need to be made to the Premises to the Management Company.

Resident shall be liable for and shall pay all costs and expenses for damages to the bedroom assigned to Resident, including, but not limited to, replacement or repair of all broken or damaged furnishings or fixtures, and any defacement or damage to walls, ceilings, floors and doors, regardless of whether such damage is caused by Resident or Resident's guests or invitees. Resident shall pay any and all fees for damages via check or money order only made payable to the Artists' Residence. All damage fee payments must be delivered to the Management Office of the Artists' Residence. **Cash and/or credit card payment will not be accepted.**

It is understood that Resident shall be occupying the apartment unit jointly with other co-Residents, and Resident shall also be held liable for appropriate share of any damages to the common areas of the apartment unit and its furnishings, fixtures, walls, ceilings, floors and doors unless the party solely responsible for such

damages can be reasonably ascertained. Accordingly, Resident must exercise responsibility to see that the entire apartment unit is maintained in good order and repair. No housing fees or charges shall be reduced or offset for Resident incurred expenses under any circumstances whatsoever, except as otherwise required by law.

Charges for damage to Common Areas within the Premises that are not chargeable or attributable to a specific individual or group shall be divided among the residents of the entire building, hall, or specific area of the hall, at the discretion of the Property Manager and the Director of Residence Life and Housing. Any assessment for loss, theft or vandalism will be given to the Resident within thirty (30) days of the expiration of this Agreement.

It is understood that Occupancy of the Premises is expressly reserved for Resident only, and any person(s) occupying the Premises as a guest for more than 3 consecutive days and/or 15 total days during the semester shall be treated as guests only if the Resident Director is notified in writing and consents thereto. The Occupancy of the Premises by an unauthorized guest in excess of three (3) days shall be deemed a breach of this Agreement, and the College shall be entitled to recover from your Resident and guest (whose liability shall be joint and several) costs equal to that being paid by Resident, in addition to our right to declare the Agreement in default and pursue any of the College's other remedies hereunder or by law.

Although Resident may have visitors from time to time, no more than 8 persons will be allowed in the apartment at one time, and order and tranquility will prevail at all times. If Resident violates this condition of the Agreement, the total cost of repairs for any and all damages caused by an excess number of people in the Premises will be Resident's sole responsibility.

RESIDENTIAL LIVING POLICIES

Resident and Resident's guests must comply with all written rules and policies adopted by the College for the Premises. Residential living policies appearing in the Student Handbook, Residence Hall Handbook, Code of Student Conduct, as revised from time to time by the Office of Housing and Residence Life, are hereby made part of this License Agreement. If Resident or Resident's guests violate any of these rules or policies, Resident shall be deemed in violation of this Agreement.

MAINTENANCE, ALTERATION AND REPAIRS

Resident is responsible for and will take good care of the Premises and Common Areas. Resident will not remove any of the property, and Resident will not perform any repairs, painting, wall papering, electrical changes or other alterations, other than for small nail holes in sheet rock for hanging pictures, on the Premises without the prior written consent of the College or the Management Company. Resident may be required to repay, within 14 (fourteen) days after submittal of invoice, any and all costs for repairs made necessary by Resident or Resident's guests or negligent or careless use of the Premises by Resident or Resident's guests. Said damages shall include, without limitation, damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by Resident or Resident's guests. Damages made to the Apartment or Common Areas of Premises which cannot be attributed to one individual shall be divided among all residents at the time of damage (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who is responsible). The Resident's obligations to pay the charges described in this paragraph will survive after the ending of this Agreement.

NON-LIABILITY OF THE COLLEGE AND MANAGEMENT COMPANY

Neither Owner, Massachusetts College of Art and Design nor the Management Company, as Agent (regardless of the negligence of Owner, Massachusetts College of Art and Design or Management Company, as Agent) shall be liable for any personal conflict with co-Residents, Resident's guests or invitees, or with any other Residents that reside at the **Artists' Residence**. Neither Owner, Massachusetts College of Art and Design nor Management, as Agent (regardless of the negligence) shall be liable for any personal injury to Resident or damage to or loss of Resident's property, including but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes. All personal property placed or kept in the Premises, or in any storage room or space, or anywhere on the adjacent property of Building shall be at Resident's sole risk, and we shall not be liable for any damages to, or loss of, such property. Resident is encouraged to secure insurance to cover any loss or damage to personal property.

RIGHT OF INSPECTION AND ENTRY

The College and/or Management Company reserves the right to enter the Premises in the following instances:

When there is sufficient reason to believe that Resident may be physically harmed or endangered or College property is being endangered; or there exists any other emergency; or College policy is being violated;

- a. To make periodic health, safety, and maintenance inspections; or
- b. To make routine physical repairs to College property.

If there is some specific reason to suspect that a criminal offense has taken place or that evidence of such an offense may be secured on the Premises, College personnel will enter the room only with Resident's or another occupant's permission or pursuant to a warrant. If in the course of any entry made pursuant to this section, illegal materials are found in plain view, they will be removed and the affected resident(s) will be notified of the confiscation and face possible disciplinary action.

The College and/or the Management Company shall have the option to repair, replace, clean, or otherwise deal with any damaged items and shall invoice Resident

for any such charges, including a reasonable charge for the management overhead as a result of said actions with respect to any matters other than reasonable wear and tear, and Resident shall pay within fourteen (14) days of the invoice directly to the Management Company.

CONDEMNATION

If the whole or any part of the Premises shall be taken by competent authority for any public or quasi-public use or purpose, making the Premises uninhabitable as a residence, then and in that event, the term of this Agreement shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to and be property of the Owner. In the event the Premises are condemned by a government agency (such as health department), or that due to the negligence MSCBA, the College, or the Management Company, Resident must relinquish Resident's occupancy, and this Agreement will terminate from date of Resident's leaving to do so.

VIOLATIONS OF THE AGREEMENT

The College in its sole discretion will determine if Resident is in violation of the Agreement. Violations of this Agreement include, but are not limited to:

- a. Failure to make payment of required charges by announced deadlines;
- b. A change in Resident's student status, including academic or disciplinary sanctions
- c. Failure to attend classes
- d. Failure to retain Resident's status as a degree seeking student
- e. Failure to comply with state or federal laws, residence hall policies and regulations, or rules and regulations as described in the Student Handbook, Residence Hall Handbook, this Agreement, or any other published rules and regulations of the College;
- f. Failure to admit an officer or agent of the College for reasonable inspection of the room for health, safety, or sanitation standards;
- g. Failure to comply with the direction or order issued by any officer of the College
- h. Possession, sale or use of drugs;
- i. Tampering with life safety equipment or otherwise endangering the safety and/or security of other residents;
- j. Failure to occupy the assigned space before the established deadlines for each semester
- k. Making a false statement or misrepresentation on any information provided to us, which includes the housing application Resident submitted

Resident is responsible for the actions of Resident's guests, and any guest's violation of this Agreement, College policies or state or federal laws will be imputed to Resident.

ANIMAL AND PET POLICY

Pets are not allowed in the residence halls. For accommodations regarding service and/or assistance animals please contact Elizabeth Smith-Freedman, Associate Dean, Academic Resource Center, via email at esmith-freedman@massart.edu or phone at 617.879.7278.

Resident's initials _____

THIS IS A LEGALLY BINDING CONTRACT. RESIDENT SHOULD TAKE WHATEVER TIME NEED TO UNDERSTAND THIS CONTRACT BEFORE SIGNING.

RESIDENT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, THE RESIDENCE APPLICATION, ADDENDUMS AND THE RULES AND REGULATIONS. RESIDENT UNDERSTANDS THAT THE COMMUNITY POLICIES AND STUDENT CODE OF CONDUCT MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE PREMISES, AND AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, ABIDE AND BE BOUND BY THE TERMS AND PROVISIONS OF THIS AGREEMENT. RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST RESIDENT IN ACCORDANCE WITH ITS TERMS AND CONDITIONS.

RESIDENT NAME:

PRINT

ID#

RESIDENT SIGNATURE

DATE

PARKING

No resident is allowed to have a motor vehicle on campus.

GUEST POLICY

Residents must abide by all rules and regulations outlined in the Residence Hall Policy Handbook.

ALCOHOL AND DRUG POLICY

Residents must abide by all rules and regulations outlined in the Residence Hall Policy Handbook.

FIREARMS AND WEAPONS POLICY

Fireworks, explosives, ammunition and firearms are not allowed on the Premises or any other items that violate Massachusetts General Laws, Chapter 269, Section 10, paragraph 6, (J) If it has been determined that a fire alarm has sounded off due to a specific event caused by a student/s the student/s will be charged a \$250.00 (two hundred and fifty dollars) fee.

SOLICITATIONS

Commercial activities, solicitations, or advertisements are not permitted in the building or on the grounds of any College residence hall.

ADDENDA

Housing rules and regulations appearing in the most recent Student Handbook, Residence Hall Handbook, and Code of Student Conduct or as revised from time to time by the Office of Housing and Residence Life are hereby made part of this License Agreement.

USE AND TREATMENT OF PREMISES

No objects may be dropped or thrown from windows. Residents may not enter upon, cross, or use rooftops in any manner without specific written authorization from the Vice President of Student Development and Dean of Students. Fire escapes may be used only in emergencies. Tampering with locks and altering or duplicating college keys are prohibited. Residents may not paint or otherwise alter any areas of the residence hall without permission.

FURNITURE

The College will provide each Resident with a bed, bookcase, chest of drawers, desk/drawing table, and chair. This furniture is not to be removed from the room. No waterbeds or sofa beds are permitted. No outside aerials or antennas are permitted. No upholstered furniture may be brought into the residence hall without official documentation that such furniture is in compliance with Fire Retardancy Regulations (see Residence Hall Policy Handbook). Common room furniture is for use in the common areas only, and is not permitted to be moved into Resident rooms at any time.

COST OF ENFORCEMENT

The Resident agrees to pay all reasonable costs, including attorney's fees and expenses that may be incurred by the College in enforcing this Agreement.

PARENT/GAURDIAN NAME:

(only needed if Resident is under 18)

PRINT

PARENT/GAURDIAN SIGNATURE

DATE