

ACADEMIC YEAR RESIDENCE HALL OCCUPANCY LICENSE AGREEMENT (“License Agreement”)

This License Agreement, between Student and the University of Massachusetts Lowell (“University”), contains the terms and conditions upon which Student may reside in University-operated student housing (“University Housing”) and is binding and enforceable for the entire academic year.

1. **ELIGIBILITY.** Matriculated undergraduate and graduate students, full or part-time, are eligible to live in University Housing pursuant to the terms of this License Agreement. Student eligibility for University Housing is not transferable. Student withdrawal from the University necessitates withdrawal and removal from University Housing within 24 hours. Students who have any outstanding financial obligation to the University will have their University Housing application administratively cancelled and Residence Hall Assignment/Room Assignment released as of August 1.
2. **FEES PAYABLE PER SEMESTER.** The Student shall be responsible for payment of the full amount of assessed University Housing fees for the entire academic year, as determined by the University, payable each semester.
3. **COMMUNITY STANDARDS.** By signing this License Agreement, Student agrees to observe all rules and regulations outlined in the Residence Life Guidelines and Student Conduct Code and other University policies. Students may not, under any circumstances, permit any other person to reside in their Residence Hall Assignment/Room Assignment.
4. **DAMAGE BILLING.** Students will be responsible for any and all damages found in their Residence Hall Assignment/Room Assignment during the check-out process. If determination of who is responsible for damage within a room/suite/apartment is not made at check-out, all students assigned to that room/suite/apartment will be responsible for the costs of repairs. Common area damage repair charges will be assessed to the students assigned to such floors and buildings.
5. **CANCELLATION FEE.** Students who cancel a submitted License Agreement will be assessed a \$200 Cancellation Fee.
6. **REFUND OF ROOM FEES.** Any Cancellation, by Student, of this License Agreement must be submitted via the University’s Online Housing Portal. In addition to the Cancellation Fee, students canceling their housing License Agreement for reasons other than academic dismissal, clinical or teaching experience, withdrawal from the University, or December

graduation from the University, will be responsible for Residence Hall Assignment/Room fees according to the following schedule:

| For reservation made for the Full Academic Year: | For reservation made for the Spring Semester Only: |
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| <i>Through July 15th</i> Only the cancellation fee will be assessed | <i>Through the 1st day of Spring Classes</i> 50% of Spring Charges (cancellation fee will be assessed) |
| <i>July 16th – July 31</i> 50% of Fall Charges (cancellation fee will be assessed) | <i>From 2nd Day of Classes to end of Spring Classes</i> 100% of Spring Charges (cancellation fee will be assessed) |
| <i>August 1 – 1st Day of Fall Classes</i> 100% of Fall Charges (cancellation fee will be assessed) | |
| <i>2nd Day of Classes – last business day in November</i> 100% of Fall Charges & 50% of Spring Charges (cancellation fee will be assessed) | |
| <i>After the last business day in November</i> 100% of Fall Charges & 100% of Spring Charges (cancellation fee will be assessed) | |

Students removed from University Housing or prohibited from campus as a result of a Student Conduct Code sanction will be assessed the Cancellation Fee, will not receive a refund of previously paid Residence Hall Assignment/Room charges, and will be otherwise responsible according to the terms of this License Agreement. In such circumstances, meal plan charges may be prorated based on the date of removal and plan usage.

7. **CAMPUS DINING & MEAL PLANS.** All student-residents must participate in one of the University offered resident meal plans. Specific plan eligibility is determined by the student's Residence Hall Assignment. Students requiring special diets for health or religious reasons should refer to the *Dining Modification Request* process with Dining Services to determine whether these needs can be met BEFORE signing this License Agreement. In the case of cancellation of a meal plan, meal plan refunds will be prorated based on the date of withdrawal from University Housing and plan usage.
8. **VACATION/BREAK PERIODS.** Students may apply to stay in University Housing for Vacation/Break Periods (including Winter Intersession and Summer Intersession) through the University's Online Housing Portal. Additional fees will be charged for University Housing during Summer Intersession. Although University Housing may remain open for your convenience during vacation/break periods, meals are not served during some or all days for select break periods. Please review the Dining Services website prior to signing this License Agreement. See the Office of Residence Life Guidelines and website for more information. *Please note: University Transportation Services are also limited during vacation/break periods.*
9. **RESIDENCE HALL ASSIGNMENTS.** Student Residence Hall Assignments/Room Assignments will be made by the University on the basis of student preference, subject to the availability of space and the reasonable ability of the University to match the student request with available space. The University does not discriminate on the basis of ability, age, ethnicity, gender, gender expression, ideology, national origin, race, religion, sex, sexual orientation, socio-economic status or veteran status in any of its policies or practices, but reserves the right to assign separate accommodations for male and female students. Reasonable arrangements for students living with disabilities may be available by completing the Alternative Housing for Health Needs process. This License Agreement is an agreement for an assignment in University Housing and is not an offer for a particular Residence Hall Assignment/Room Assignment or with a particular roommate.
10. **RIGHT TO REASSIGN OR TERMINATE AGREEMENT.** The University reserves the right to terminate this License Agreement or reassign Student Residence Hall Assignments/Room Assignments under the following circumstances: a) in an emergency which would not permit the continued operation of the assigned University Housing, b) if a student is found to have violated University policies or regulations, c) if a student fails to comply with the terms of this License Agreement, d) if a student fails to meet University Housing eligibility requirements, e) if an irreconcilable situation exists between roommates, f) in the event that part or all of University Housing is closed or consolidated due to maintenance or occupancy conditions.
11. **NO ESTATE CREATED.** This License Agreement shall not be construed as creating or vesting in Student any estate in the assigned University Housing, but shall only constitute the limited right of possession and occupancy as described herein. Student shall NOT have an exclusive right to possession or control of the premises. Student is a licensee with the limited right to use and occupy University Housing during the academic year, subject to the terms and conditions set forth herein. This License Agreement shall not be deemed to constitute a lease or to create or transfer any interest in real estate. The University reserves the right to terminate this License Agreement at its sole discretion.
12. **RIGHT TO ENTRY.** The University recognizes and respects Student's right to privacy and desire to control their own living environment. However, the University is also responsible for making necessary repairs to University Housing and furnishings, and ensuring that students maintain University Housing in a safe and sanitary manner. Therefore, the University reserves the right to enter student's Residence Hall Assignment/Room Assignment without prior notice for the purpose of safety and/or maintenance (emergency or student requested). In addition, the University reserves the right to enter any Residence Hall Assignment/Room Assignment upon a suspected violation of state, local, or federal laws, and /or the suspected violation of UMass Lowell Student Conduct Code, or other University policy, that relates to the safety and/or wellbeing of a student or member of the University community. Whenever possible the University will attempt to provide Student with advance notice prior to entry of any Residence Hall Assignment/Room Assignment.
13. **EMERGENCY CLOSURE.** The University expressly reserves the right to close University Housing at any time during the academic year in the University's sole discretion in order to support efforts to mitigate impacts in the event of casualty, strikes or labor difficulties, public health emergencies or pandemics, natural disasters, facility closures due to maintenance concerns, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency. In the event the University closes any University Housing pursuant to this section, Student shall comply with the University's instructions and regulations for vacating their Residence Hall Assignment/Room Assignment. Failure to do so shall constitute a violation of this License Agreement. University officials may reassign students to a different Residence Hall Assignment/Room Assignment at any time and for any reason, including for purposes of quarantine or isolation of Student or others.

14. **CHECK-IN.** Upon move-in, each student will be issued access to a Residence Hall Assignment/Room Assignment via key and/or card, and other pertinent information. Each student will also complete and sign a Residence Hall Assignment/Room Assignment Inventory Form, which will be an accurate and complete record of the contents and conditions of the assigned room. The Student is responsible for ensuring the accuracy of information included in the Inventory Form upon check-in. A student's signature on the Inventory Form confirms agreement with the contents of the Inventory Form and assessment of room conditions. The Inventory Form will be completed through the University's Online Housing Portal and will serve as the basis for any check-out or damage charges.
15. **CHECK-OUT.** Whether a student is changing Residence Hall Assignments/Room Assignments or withdrawing from University Housing, the check-out process includes returning the room key (where applicable), removing all personal belongings and trash, and leaving the room in an acceptable, clean and undamaged condition. Further, the student should sign their Inventory Form through the University's Online Housing Portal to confirm agreement to the condition of the room upon check-out. Failure to check-out properly may result in an additional check-out charge and will result in the loss of the right to protest billing. Personal property remaining in the residence hall after this License Agreement has expired shall become the property of the University. University storage for personal items is not available. *Students must vacate University Housing within 24 hours of their last final exam or by 12pm on the last day of the semester (whichever comes first), unless approved for late-stay or intersession University Housing. Students approved for late-stay or intersession University Housing will be provided specific instructions regarding their check-out date and time. Students who withdraw from the University must vacate University Housing within 24 hours of withdrawing. Students removed from the University or removed from University Housing will be provided specific instructions regarding their check-out date and time.*
16. **ROOM CHANGES.** Students requesting a Residence Hall Assignment/Room Assignment change must complete a change request through the University's Online Housing Portal. Unauthorized Residence Hall Assignment/Room Assignment swaps or changes will result in disciplinary action.
17. **FORCE MAJEURE.** If the University is unable to perform its obligations hereunder, or if such performance is hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, strikes or labor difficulties, public health emergencies or pandemics, natural disasters, facility closures due to maintenance concerns, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, or any other cause or event beyond such licensor's control, then the University shall be excused from performance of its obligations under this License Agreement and will not have any liability in connection herewith.
18. **CARE/CLEANLINESS OF STUDENT ROOMS.** The Student assumes responsibility for the cleanliness and care of the room and its furnishings. Reasonable safety and sanitation standards must be maintained. Occupants may not dismantle, refinish, paint, dye, or in any way alter the room or its furnishings without specific written permission from the Office of Residence Life.
19. **UNAUTHORIZED USE AND POSSESSION OF KEYS.** Only student-residents and authorized staff are permitted to have keys and/or access cards to the Residence Hall Assignment/Room Assignment and University Housing. Any non-student-resident or unauthorized person found having a key and/or access card to a Residence Hall Assignment/Room Assignment or University Housing may be referred to the University Student Conduct system and/or to local authorities. Only the Office of Residence Life may duplicate keys for Residence Hall Assignment/Room Assignment and University Housing.
20. **INSURANCE.** The University is not responsible for loss or damage from any cause to the personal property of students assigned to University Housing. Students are encouraged to obtain renters' insurance and/or confirm that their own personal insurance policies (such as their family's home owner's insurance) covers any such losses.
21. **PARENTAL NOTIFICATION.** Under the Federal Educational Rights and Privacy Act (FERPA), the University reserves the right to notify the parent or guardian, of students under 21 years of age, of findings of responsibility for any violation of the University's policies related to alcohol and/or drugs. If a student is involved in an emergency situation and is unable to contact a parent or guardian, University staff will attempt to contact the student's emergency contact on file.

**THE UNIVERSITY OF MASSACHUSETTS LOWELL
RESERVES THE RIGHT TO MODIFY ANY AND
ALL UNIVERSITY HOUSING FEES WITHOUT
PRIOR NOTICE.**