

# FAMILY HOUSING OCCUPANCY LICENSE AGREEMENT

*Trustee Document T80-045 (as revised)*

## **I. Purpose**

This Family Housing Occupancy License Agreement ("Agreement") is between the University of Massachusetts Amherst ("University") and the University student seeking occupancy in one of the University's family housing units ("Student"). The purpose of this Agreement is to memorialize the terms and conditions governing the relationship between the University and Student relating to Student's occupancy in University owned and/or operated property. Student's occupancy in any University owned and/or operated housing shall be subject to the terms and conditions in this Agreement.

## **II. Signing the Agreement**

All students must sign this Agreement before applying for housing and living in a University family housing unit, and prior to each renewed term of occupancy. This is a legally binding enforceable Agreement. The University will make best efforts to communicate any substantive changes to this Agreement to Student prior to Student's assignment to family housing, and prior to each renewed term of occupancy. All Students are responsible for complying with the rules, policies, regulations, and procedures contained in this Agreement, University policies and procedures, and the expectations set forth on the Residential Life website ([www.umass.edu/living](http://www.umass.edu/living)). Student's signature on this Agreement on SPIRE, completion of the Key Agreement, or Student's acceptance and occupancy in a University housing assignment constitutes Student's agreement to the terms contained herein, and binds the Student to this Agreement. Questions regarding the Family Housing Occupancy License Agreement should be referred to Residential Life, 235 Whitmore Administration Building at 545-2100.

## **III. Eligibility**

Housing eligibility and assignment is at the University's sole discretion. The University shall prioritize fully-matriculated, full-time, and part-time undergraduate and graduate students with dependents for eligibility to occupy family housing units. For the purpose of this Agreement, a Student shall be eligible for family housing if Student would be living with one or more family members and/or dependents on a full-time basis in the family housing unit and is officially enrolled as: (1) an active graduate student working for a degree; or (2) an active undergraduate student taking at least twelve (12) credit hours per semester and is currently working towards a degree. Student must submit said documentation prior to executing this Agreement and certify that the family member and/or dependent co-occupant(s) will reside at the Student's assigned family housing unit on a full-time basis. The University reserves the right to deny housing in a unit to any individual (inclusive of any registered co-occupant) who has been convicted of a felony. The maximum capacity for University family housing units is four, and is established following regulations from the Town of Amherst.

The Student will register their family members and/or dependents as occupants prior to any family members and/or dependents moving in and will notify the University immediately of any changes of occupants in the unit. Residential Life reserves the right to require proof of identity, and proof of any relationship.

The Student is responsible for their behavior and actions and for the behavior and actions of any person(s) occupying or visiting the Student's family housing unit as it relates to University policies and local, State, and Federal laws. The

number of people that may visit or occupy any given unit shall be limited to the maximum number allowed by the Massachusetts Building code. Student may not receive any monies or other compensation for persons occupying their family housing unit.

## **IV. Term of Agreement**

This Agreement shall be effective upon Student's signature on this Agreement on SPIRE, completion of the Key Agreement, or Student's acceptance and occupancy in a University housing assignment. This Agreement authorizes occupancy between August 1 and June 30 each academic year. The Agreement may be renewed at the University's discretion, provided the Student maintains eligibility as defined in Section III. Unless terminated sooner as set forth herein, this Agreement will remain in effect until June 30 of the current academic year, at which point it shall automatically terminate, subject to the terms, conditions, and covenants herein.

The University is not responsible for loss of, theft of, or damage to Students' personal possessions left in student units at any time. Students are encouraged to arrange privately for insurance of their personal property. Students who are granted permission to reside in their family housing unit between July 1 – July 31 are expected to abide by the provisions outlined in this Agreement and will be billed for their stay.

## **V. Check-in, Check-out**

The University and the Student will, prior to Student's occupancy of Student's assigned space, complete and sign a unit condition form noting the condition of the premises assigned to the Student. A visual inspection of the assigned unit and review of the unit's condition form by Residential Life staff at the completion of the Student's residency will determine billable damages. The University may require an interim inventory to be completed prior to the end of the Student's occupancy if the University has reason to believe that substantial damage to the unit has occurred.

Student must check out before the designated closing date/time at the conclusion of the term of occupancy, or in the event of a campus or building closure as outlined in the Emergency Closure Section herein.

A Student withdrawing, withdrawn, or dismissed from the University must vacate their unit within thirty calendar days of the date of withdrawal as directed in writing by University officials and complete a proper check-out, to include informing the staff of the check-out and returning the issued unit key(s). In emergency situations or situations involving Student violations of the terms of this Agreement, the Code of Student Conduct, and/or other University Rules and Regulations, Student may be required to vacate within 48 hours as directed in writing by University officials.

Student must leave their unit in the same condition as when they moved in, and may be charged for cleaning costs incurred by the University to meet this standard. Unless left in a designated area for which storage has been authorized in advance and in accordance with established procedures, any personal property remaining in the unit after the term of this Agreement has expired, shall be deemed abandoned, and may be disposed of by the University in any manner it deems appropriate.

## **VI. Termination of Agreement**

This Agreement may be terminated by the University with immediate effect if one or more of the following criteria are

met:

1. Student violation(s) of the terms of this Agreement, applicable provisions of the Code of Student Conduct, and/or other University rules and regulations.
2. Student withdrawal from the University.
3. Student eligibility status changes during the Term of the Agreement.
4. In the event of a building or campus-wide closure.

Student may terminate this Agreement if one or more of the following criteria are met:

1. Student withdrawal from the University.
2. Student eligibility status changes during the term of the Agreement.
3. Student decides to terminate the Agreement.

In cases where the license is terminated early, Student will be subject to the established pro-rated refund schedule set forth in Section IX herein.

#### **VII. Assignment of Space**

The University's Family Housing units will be assigned subject to availability, and the reasonable ability of the University to match the Student's request with available space. The University will endeavor to meet demand for on-campus housing but cannot guarantee housing assignments. Assigned space is not transferable by the Student. The University reserves the right to relocate a Student and their family and/or transfer an assigned space whenever it is deemed by the University to be in the best interest of Family Housing or the Campus Community.

#### **VIII. Housing Fees**

The Housing Fee must be cleared in full by the date established by the Bursar's Office, 215 Whitmore Administration Building prior to the beginning of each academic semester, and summer session. For consideration for an assignment in a University family housing unit, the Student agrees to pay the contract rates as they have been announced or as they may be adjusted. The fee schedule applicable to each Student is established by the Board of Trustees for the then-current year of occupancy by the undersigned Student. Once established, the fee schedule is available in Residential Life. Pro-rated refunds, will be made upon the departure of the Student and their family members from their assigned family housing unit in accordance with the Termination of Agreement and Fee Refund sections herein, following schedules established by the University.

#### **IX. Fee Refunds**

The University has an established fee refund schedule. No refund of housing fees will be given to a Student removed from a family housing unit for reasons of student conduct. In cases where this license is terminated early, Student will be subject to the University's established pro-rated refund schedule. Deadlines and refund schedule are posted on the Residential Life website at [www.umass.edu/living](http://www.umass.edu/living)

Should a Student's assigned unit become unfit for occupancy because of damage or other reasons, the Student may request a change in unit assignment, subject to limits of space availability. Students may review the established pro-rated refund schedule, and appeal disputed housing fees or other financial charges by following the procedures outlined on the Residential Life website. [www.umass.edu/living](http://www.umass.edu/living)

[Refund Schedule](#)

[Billing Appeals Process](#)

#### **X. Obligations of the University**

The University shall provide prompt maintenance service in the event of mechanical difficulties or interruptions to any utility service which is under control and/or ownership of the University, and promptly seek such service in the event such difficulties or interruptions arise in facilities or equipment serving the University but not under University control. There will be no adjustment of housing fees because of the University's inability to restore service for a reasonable period of time, subject to appeal to the Residential Appeals Committee.

The University shall, within a reasonable time, exercise reasonable care to correct unsafe conditions in the family housing units and maintain the units in good repair. The Student may request correction of such conditions through Facilities Operations staff. Determination of unsafe conditions may also be made upon request to the University's Division of Environmental Health and Safety, Draper Hall (545-2682).

The University will provide staff who will help facilitate a living experience that complements the academic mission of the University.

#### **XI. Obligations of the Student**

In addition to meeting the Housing Fee obligations, the Student agrees to adhere to the provisions of the applicable editions of the Code of Student Conduct, the Alcohol and Drug Policy, and any other relevant policies and/or procedures enacted by the University. The Student also agrees to comply with University policies established to promote the quality of life within family housing and the broader University community. The Student assumes any and all liability for damage, cleanliness, or other claims made as a result of the misuse by Student or others of access cards, keys or premises assigned to Student, in the event that such misuse is the result of negligence of the Student.

Student shall not conduct any commercial enterprise or other business of a proprietary or profit-making nature within the family housing unit and will not permit anyone else to do so during the Term hereof. The Student shall not inscribe or affix any sign, advertisement or notice on any part of the inside or outside of a building or on the family housing unit.

#### **XII. Joint Obligations**

The University and the Student share the responsibility for ensuring the quality of life within family housing; its maintenance, furnishings and facilities; and for a physical environment secure from fire and other hazards.

#### **XIII. Shared Governance**

Following shared governance protocols established by the University, Residential Life will consult with student representatives when considering revisions to and/or implementing significant policies impacting students living in campus residences.

#### **XIV. Security**

The University will work with students to promote effective security of person and property in the family housing units. The University is not responsible for loss of, theft of, or damage to students' personal possessions. Students are encouraged to arrange privately for insurance of their personal property.

#### **XV. Entry and Inspection by University**

The University is responsible for the monitoring and maintenance of University property. The University may enter Student units without notice if it has reason to believe a health or safety emergency exists. In the event of such an emergency, the University will give prior notice whenever practicable under the circumstances. Entry into units for

scheduled routine maintenance will be made only after notice of the inspection and entry is posted, emailed, or otherwise communicated at least 48 hours in advance. University staff and vendors may enter Student units during reasonable hours without prior notice when responding to Student-initiated maintenance requests. Residential Life staff shall not conduct blanket unit sweeps. The University will not disturb a Student's personal property or otherwise search a unit except with permission of the Student, or by appropriate legal authorities with a search warrant. The University is guided by the "Plain View Doctrine" and may report evidence of unlawful acts in "Plain View". This means that if unauthorized items such as marijuana plants, weapons, etc. are observed during a normal inspection (for maintenance reasons, or due to an emergency situation, or for health and safety reasons), the evidence can be seized and used as evidence in a conduct hearing. All student units shall be inspected two times each occupancy term, once in the fall semester, once in spring. At least 48 hours written notice shall be provided of scheduled safety inspections. These inspections do not involve disturbing the Student's personal belongings. Prohibited items (pets, firearms, oversized and unauthorized appliances, etc.) may be removed at Student's expense by University personnel conducting the inspections. Students will be notified in writing if any item is removed.

**XVI. Damage to University Property**

The Student is responsible for damage, other than normal wear and tear, to the unit and common areas to which Student is assigned and the furnishings therein. The Student is also responsible for damage caused by their co-occupants and guest(s). Billing for such damage will be made within a damage billing procedure that includes provisions for determining the appropriate responsibility for damage to rooms, furnishings, and common areas including outdoor areas. The Student may engage in the billing appeals process.

**XVII. Parking**

Each Student may register for 1 parking pass – which may be in Student's name or in the name of one of Student's registered co-occupants - for the designated lot near the family housing facility. Registration must be completed through University Parking Services. An additional pass may be requested on a space available basis, through Parking Services.

**XVIII. Furnishings**

The family housing unit comes with preapproved appliances. Student shall not remove or replace these appliances. Furnishings provided by the University shall be a washer/drier, a dishwasher, an oven/cooktop, and a refrigerator/freezer. The Student is responsible for providing all other furnishings for their unit, and must remove their personal furnishings at the end of their occupancy term.

**XIX. No Estate Created**

This Agreement shall not be construed as creating or vesting in Student any estate in the assigned housing, but shall only constitute the limited right of use and occupancy as described herein. Student is a licensee with the limited right to use and occupy the housing unit assigned to Student during the Term, subject to the terms and conditions set forth herein. This 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 the license at its sole discretion.

**XX. Emergency Closure**

The University expressly reserves the right to close University housing at any time during the Term 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 the family housing complex or any units therein pursuant to this section, Student shall comply with the University's instructions and regulations for vacating their assigned unit and building. Failure to do so shall constitute a violation of this Agreement.

University officials may reassign students to a different unit or building at any time and for any reason, including for purposes of quarantine or isolation of Student or others.

**XXI. 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 Agreement and will not have any liability in connection herewith.