

RESIDENCE HALL OCCUPANCY LICENSE AGREEMENT

Trustee Document T79-034 (as revised)

I. Purpose

This Residence Hall Occupancy License Agreement (“Agreement”) is between the University of Massachusetts Amherst (“University”) and the University student seeking occupancy in one of the University’s residence halls (“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 residence hall. 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 room selection. 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). 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 Residence Hall Occupancy License Agreement should be referred to Residential Life Student Services, 235 Whitmore Administration Building at 545-2100.

III. Eligibility

Housing eligibility is at the University’s sole discretion. The University shall prioritize fully-matriculated full-time, and part-time undergraduate students for eligibility to occupy Residence Halls. The University may consider Graduate and UWW students for housing assignments, but is not obligated to do so.

All currently enrolled fully-matriculated full-time, and part-time undergraduate students who are 16 years of age as of move-in day are eligible to live in a University Residence Hall Assignment. For students under the age of 18 as of move-in day, a parent or guardian will be required to complete a Consent Form, which the student is required to request from Residential Life prior to arriving on campus.

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 during the Academic Year, exclusive of Thanksgiving, winter break and spring break vacation periods, except as provided herein. During winter break and other designated break periods during the academic year, Students may store personal property in the room to which they are assigned, unless the University indicates a need to have the room emptied. However, the University is not responsible for loss of, theft of, or damage to Students’ personal possessions left in student rooms at any time, including during said periods. Students are encouraged to arrange privately for insurance of their property.

Students who use established processes and register to reside in the residence halls during

thanksgiving break, winter break, spring break, and summer sessions are expected to abide by the provisions outlined in this Agreement.

This Agreement will remain in effect until the official semester closing date(s) of the last semester of residency, at which point it shall automatically terminate, subject to the terms, conditions, and covenants herein.

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 room condition form noting the condition of the premises assigned to the Student. A visual inspection of the assigned space and review of the room 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 premises or property has occurred.

Students must check out before the designated closing date/time at the conclusion of fall/spring semester, winter or summer term, 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 room within seven calendar days 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 room key. Check-out times will be designated for students withdrawing during the winter break period. In emergency situations or situations involving Student violations of the terms of this Agreement, the Code of Student Conduct, Residence Hall policies, 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 the room in the same condition as check in condition, 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 as outlined in the Residence Hall policies, any personal property remaining in the residence hall 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 with immediate effect by the University for violation(s) of the terms of this Agreement, applicable provisions of the Code of Student Conduct, Residence Hall policies and/or other University rules and regulations. Students are responsible for the cancellation fee when the Agreement is terminated in such cases. Either the Chancellor or the Vice Chancellor for Student Affairs or their designee may impose interim restriction(s), including housing removal, relocation or restriction from some residence halls, in accordance with the Code of Student Conduct. No refund of housing fees will be given to individuals removed from the residence halls for reasons of student conduct.

The 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.

*Students required to live on campus by policy must complete the established exemption process before they may terminate the Agreement.

The University 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 violation(s) of the code of student conduct or other applicable policies.
4. In the event of a building or campus wide closure.

In cases where the license is terminated early, students will be subject to an established Housing Cancellation Fee, and refund schedule. Deadlines and refund schedule are posted on the Residential Life website at www.umass.edu/living.

VII. Assignment of Space

The University's residence hall spaces 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 guarantees housing assignments only for freshmen students who are 16 years of age or older as of move-in. Assigned space is not transferable by the Student. In accordance with University policy, Residence Hall space is reserved for freshmen and continuing residents, rising sophomores, juniors, and seniors, who select an assignment according to stated procedures and announced deadlines. The University reserves the right to relocate, or consolidate a Student and/or transfer an assigned space whenever it is deemed by the University to be in the best interest of the Residence Hall or 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 semester. For consideration of

an assignment in University Residence Halls, 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 on the Residential Life website (www.umass.edu/living). Pro-rated refunds, less the housing cancellation fee, may be made upon the departure of the Student from the residence halls in accordance with the Termination of Agreement section herein, following schedules established by the University (see Section IX herein).

IX. Fee Refunds

The University has an established fee refund schedule. Students who cancel their assignment after the 5th week of an academic semester are not eligible for any refund. Should a student room become unfit for occupancy because of damage or other reasons, the Student may request a change in room assignment, subject to limits of space availability. Students may appeal disputed housing fees or other financial charges by following the procedures outlined on the Residential Life website (www.umass.edu/living).

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 residence halls and maintain the residence halls in good repair. The Student may request correction of such conditions through the peer, professional, or Residential Service Desk staff, or Residential Life Facilities Operations staff. Determination of unsafe conditions may also be made upon request to the University's Division of Environmental Health and Safety, 117 Draper Hall (545-2682).

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, the Residence Hall Security guidelines, and any other relevant policies and/or procedures enacted by the University. The Student also agrees to comply with policies established to promote the quality of life within the residence hall. The Student assumes any and all liability for damage, cleanliness, or other claims made as a result of the misuse by others of access cards, keys or premises assigned to Student, in the event that such misuse is the result of negligence of the Student.

XII. Joint Obligations

The University and the Student share the responsibility for ensuring the quality of life within the residence hall; 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

residence halls. 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 rooms 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 rooms 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 rooms during reasonable hours without prior notice when responding to student-initiated maintenance requests. Residential Life staff shall not conduct blanket room sweeps. The University will not disturb a Student's personal property or otherwise search a room 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 photographed or seized and used as evidence in a conduct hearing. All student rooms are checked immediately after the halls close for vacation periods and summer for maintenance, safety, and security reasons. Student rooms in halls designated as break housing are also inspected during winter break. 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 room and common areas to which Student is assigned and the furnishings therein. The Student is also responsible for damage caused by their 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. The Student may engage in the billing appeals process.

XVII. Furnishings

The Student will be assigned furnishings for their use during the period of occupancy. These furnishings may vary from building to building. Furnishings will minimally include a bed frame and mattress, desk unit and chair, wardrobe/closet, and waste basket. Furnishings will not be added or removed without prior notification to Students.

Assigned furnishings may not be removed from the room to which they were assigned without permission. Common area furniture and equipment may not be removed from common areas.

XVIII. 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.

XIX. Emergency Closure

The University expressly reserves the right to close residence halls 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 a residence hall pursuant to this section, Student shall comply with the University's instructions and regulations for vacating their assigned room and building. Failure to do so shall constitute a violation of this Agreement.

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

XX. 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.