

## **1. Parties and Premises**

This University Housing at Seavey Terraces License Agreement (this "License Agreement") is made by and between the University of New England (the "University") and \_\_\_\_\_ ("Licensee"). The University hereby grants to Licensee a license to occupy the following premises (the "Premises"): [Room \_\_\_\_\_] in Unit \_\_\_\_\_ at the building known as "Seavey Terraces" located at 40 Clover Lane in Westbrook, Maine (the "Building"), consisting of, and including the furnishings, appliances, and all fixtures. The Premises shall be occupied only for residential purposes and only by Licensee and shall not be occupied by any other person unless also a licensee.

## **2. Introduction**

The University operates living accommodations at Seavey Terraces in Westbrook, Maine for students enrolled at the University. All students must conduct themselves in a manner consistent with the University's expectations, as stated in the Student Handbook, the License Agreement, and any and all other applicable University policies, procedures, supplemental agreements, rules and regulations. The University may, in its sole discretion, revoke this License Agreement and/or bring disciplinary action against a Licensee for violations of any University policy, the terms of this License Agreement, or the Student Handbook. Licensee must comply with all requirements related to disciplinary proceedings, including but not limited to student-conduct hearings. Notices to a Licensee will be considered received by the Licensee if given to the Licensee personally, e-mailed to the Licensee's University e-mail account, mailed to the Licensee's home address, or delivered to the mailbox at the building.

## **3. Term of Assignment**

- a. Term. The term of this License Agreement shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_. In the event that the University is not able, through no fault of its own, to make the Premises available for occupancy by Licensee at the time called for herein, the License Fee (as defined below) shall be abated on a pro-rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay.
- b. No Automatic Renewal. This License Agreement shall not automatically renew or extend beyond the Term stated above. Occupancy rights expire at the conclusion of the Term without the need for further notice by the University. Any continued occupancy beyond the Term requires the University's express written authorization through a new, fully executed license agreement.
- c. Notice of Non-Renewal. Because this License Agreement terminates automatically at the end of the stated Term, no separate notice of non-renewal is required of the University. However, the University may, as a courtesy, provide advance written notice reminding the Licensee of the upcoming end date and check-out requirements.
- d. No Expectation of Renewal. Licensee acknowledges that University housing is allocated on a term-by-term basis, and renewal or re-assignment for a future term is not guaranteed. Renewal decisions, if any, shall be made solely at the University's discretion.

## **4. License Fee**

In consideration of the License Agreement, Licensee agrees to the sum of \$\_\_\_\_\_ (the "License Fee") for the full term as outlined by the dates listed above. Licensee will be billed at the beginning of each semester of their program's academic year and must pay the full charge for the semester in accordance with Student Financial Services policy. In further consideration of housing accommodations provided by the University, Licensee shall pay to the University all fees and payments due in accordance with the fees and payment schedule as adopted, and from time to time amended by the Board of Trustees of the University. If a student fails to make a timely payment of all or any part of the License Fee, a late fee will be assessed in accordance with the published fee schedule for each payment or partial payment made after the due date.

## **5. Room Assignments**

- a. The University may change a student's room assignment at any time upon at least seven (7) days' notice to

Licensee. If Licensee does not check into his/her assigned Premises within twenty-four (24) hours after the designated move-in date, and has not provided prior written notice to UNE's Office of Housing and Residential/Commuter Life, the University may deem the License to be cancelled and may reassign the Premises. Any resulting fees, charges, or refunds will be assessed in accordance with the Cancellation Charge Schedule in Section 7 below.

- b. All room change requests must be submitted for consideration and approval to UNE's Office of Housing and Residential/Commuter Life. The University may disband any residential unit should the University deem such action is necessary in its sole discretion.
- c. Accessible Rooms: UNE's Office of Housing and Residential/Commuter Life utilizes specially designed rooms to provide for the residential needs of students with disabilities. The University reserves the right at any time to reassign non-disabled students from those spaces; however, effort will be made to conform to the move-out/room assignment period at the end of each term.
- d. Roommates: In the event that this License pertains to a single room within a two-bedroom unit in the Building, the University reserves the right to assign and re-assign roommates to the other room in the unit.

**6. Disclosure of Student Information**

By signing the License Agreement, the Licensee consents to and authorizes the University to release the Licensee's contact information, including name, email address, and assigned apartment number to the Property Manager for the Building.

**7. Charges/Adjustments**

**Cancellation Charge Policy**

Once a student has signed this License Agreement, cancellation charges apply if the Licensee fails to provide timely, written notification to the Office of Housing and Residential/Commuter Life of cancellation of housing. If Licensee cancels their housing, and the University is unable, after its reasonable efforts, to assign the Premises to another licensee, Licensee will be assessed a cancellation fee according to the cancellation schedule below. If Licensee can demonstrate a significant change in circumstances, Licensee may petition the University for a waiver of this charge.

**Cancellation Charge Schedule**

Notification Received	Charge
Within 5 days of signing License Agreement	Deposit refunded NO Charge
More than 5 days after signing, when the License Term start date is more than 30 days away, and before any key has been issued.	Forfeit deposit, forfeit one month of full-term License Fee.
After accepting a key and/or cancellation occurs within 30 days of the start of License Term or License is deemed cancelled pursuant to Section 5a above	Forfeit deposit. Total Forfeiture of full-term License Fee. If the University is able to assign the unit to another licensee, the University will credit portion of License Fee to Licensee for the period of the License Term during which a replacement licensee is assigned to the unit.

**8. Conditions of Use of University Housing Facilities**

University-operated apartments are available only to students living in our residence community, their invited guests, and other persons authorized by Office of Housing and Residential/Commuter Life. Unauthorized entry to, or use of, University housing facilities is prohibited. Licensee is not permitted to use their room or mailbox for the purpose of conducting profit or not-for-profit business transactions, commercial enterprises or any activity that

violates applicable law or University policy.

#### Abandonment

Students must remove all personal possessions when they vacate the Premises at the expiration or earlier termination of this License Agreement. Any possessions left on the Premises or the Building after move-out, or upon the voluntary or involuntary termination of the License Agreement, will be considered abandoned and will be discarded by the University in accordance with applicable law. The student will be billed for an additional charge for removal.

#### Alterations to Premises

Residents are prohibited from defacing, damaging or otherwise altering their rooms or any other part of the licensed Premises. This includes, but is not limited to: removal of appliances, equipment or furniture; altering, tampering with, or replacing door locks; propping interior or exterior doors open, making structural or electrical alterations; use of nails, screws or other material that defaces surfaces; construction of lofts; and painting of walls.

#### Check-out Policy

Living in University housing is a privilege, not a right. Failure to vacate in accordance with the move-out dates provided by the University will result in formal disciplinary action and revocation of housing privileges. Students who do not follow established check-out procedures forfeit their right to appeal any damage billing assessed to their student account.

#### Common Areas

Common Areas include all interior and exterior areas of the Building excepting the licensed Premises. Except for bikes stored within designated bike storage areas, Licensee shall not store anything on or in Common Areas. Licensees are not permitted to decorate or furnish Common Areas and personal property cannot be stored in hallways or stairways. Licensees must use Common Areas responsibly so as not to cause injury to person or property.

#### Damage/Cleaning

The Licensee is responsible for the condition of all property in the licensed Premises, including common spaces. Licensee will be billed for damages that are beyond normal wear and tear. If a Licensee does not complete the established check-in and check-out process, the Licensee waives the right to appeal supplementary charges. If damage cannot be attributed to any one individual, charges will be assessed equally among all licensed occupants in the apartment. Damage or loss to Common Areas that cannot be attributed to an individual(s) will be assessed to all active licensees as of the date the damage or loss was discovered on a pro-rata basis.

#### Emergency Contact Information

Licensee must provide emergency contact information to the University and are responsible for keeping this information current and accurate. The contact information provided by Licensee will only be accessible to authorized campus officials or disclosed as required by applicable law. Local law enforcement agencies will be notified of a missing student.

#### Fire Safety

All Licensees and other guests must observe fire safety policies and procedures. Fire extinguishers, smoke detectors, alarm systems, and fire escapes are not to be tampered with by Licensee or their guests. If a fire alarm sounds, ALL occupants must exit the premises at the nearest emergency exit. Space heaters and open flames are NOT permitted within licensed units. Cooking is only permitted in kitchens or designated outdoor grilling area(s). Individuals responsible for tampering with fire safety equipment or false alarms are responsible for fees assessed from the fire department associated with the false alarm or tampering with fire safety equipment.

#### Insurance

Licensee is required to obtain and maintain student personal property insurance to cover their personal property during the entire term of their residence in the licensed space. Licensee acknowledges and agrees that personal property insurance will be their sole means to recover for loss or damage to their personal property due to theft, fire, flood, water leakage, and other hazards.

#### Internet & Television

University housing at Seavey Terraces is not furnished with internet or cable services. Students may contract with an internet service provider for internet and/or cable television service to their licensed space and will be responsible for all costs related thereto directly to the service provider.

#### Keys & Lockout Charges

Upon check-in, Licensee will be issued key(s) and/or access card(s) for the assigned space and one mailbox key. Keys and cards remain University property and must not be duplicated or loaned to any person. If a key or access card is lost, stolen, or not returned at check-out, Licensee will be charged a \$50 per key replacement fee. If Licensee requests assistance to gain access to the unit due to a lost key, forgotten key, or otherwise being locked out, a lockout fee will be assessed. Lockout assistance is intended for limited, occasional use. Repeated lockout events may constitute misuse. The lockout fee covers staff time and dispatch costs and shall be charged at \$100.00 per lockout. For after-hours assistance, the lockout fee is charged at \$150. Charges will be applied to Licensee's student account in accordance with the University's standard billing cycle.

#### Liability

The University will not be liable for loss or damage to students or students' guests' property located in any University housing facility. This includes, but is not limited to, damage caused by fire, flood, accidents, loss or interruption of heat or electricity, burglary, theft, infestations, pests or vandalism.

#### Maintenance and Housekeeping

Repairs to licensed spaces must be completed only by authorized University or property management staff. Student requests for repairs or maintenance must be made by submitting a work order to the property manager through <https://luxresidential.appfolio.com>.

Students are expected to keep their licensed space orderly, safe, and sanitary. The Property Manager provides professional housekeeping services in common areas such as storage areas, lounges and hallways. Apartments must be cleaned and maintained regularly throughout the term by the student(s). Failure to maintain a minimum standard of cleanliness in licensed space may result in a cleaning charge and/or disciplinary action which could include loss of housing privileges. Students are responsible for placing trash and recycling in designated receptacles within the designated trash room.

#### Unnecessary Maintenance / Service Call Charge.

If Licensee requests maintenance or repair and such maintenance or repair is determined by Property Manager to be unnecessary or to have been caused by Licensee misuse, negligence, or failure to perform routine care (including but not limited to clogged toilets caused by improper items being flushed, unplugged appliances, or thermostat in wrong mode), Licensee shall be responsible for the reasonable cost of such service. Unnecessary or avoidable maintenance calls under this paragraph shall be billed at a rate of One Hundred Dollars (\$100.00) per hour during standard business hours and One Hundred Fifty Dollars (\$150.00) per hour for after-hours assistance, with a one (1) hour minimum, plus the cost of any required replacement parts. Charges incurred under this section may be added to Licensee's student account and shall be due and payable in accordance with the University's standard billing cycle.

#### Parking

Students are responsible for adhering to instructions and rules regarding parking issued by the City of Westbrook or the property manager.

#### Pets

Animals, except for service and emotional support animals approved by the University, are not permitted in the Premises or Building. Students who have been granted approval to keep an ESA/service animal shall keep them in control at all times within the interior and exterior Common Areas and shall, when applicable, have the animal leashed. Students shall clean up after their ESA/service animal inside and outside the building. ESA/service animals may not be left unaccompanied on the terraces.

#### Right of Entry

The University may enter the licensed Premises, or permit the property manager, to enter the premises, to make repairs, or to show the premises to a prospective purchaser, licensee, mortgagee, or its agents. The University may also enter the premises if the premises appear to have been abandoned by the Licensee, if a University policy is violated, in the event of an emergency, for any health or safety reasons, or if otherwise permitted by law. When feasible, Housing and Residential Life, or Property Manager as applicable, will notify Licensee by email prior to entering the Premises.

#### Room Inspections

The University may, or may permit property management staff, to inspect a student's licensed space to assess health and safety issues, furniture inventory, general room condition, and/or maintenance needs. When feasible, Housing and Residential Life, or Property Manager as applicable, will notify Licensee by email prior to entering the Premises.

#### Smoking

Licensee shall not, nor shall they permit any guest to, smoke any cigarette, cigar, tobacco or other smoking product in or on the Premises, in the Building or in the surrounding area except in designated smoking areas.

#### Sublicense

Licensee may not assign or transfer to anyone, including but not limited to other students, this License Agreement or any of the Licensee's rights or obligations hereunder. Licensee may not sublicense their licensed housing space or their License Agreement or make any arrangements for someone to take over housing payments or move into their assigned licensed space without the prior express written permission of the University. A Licensee who violates this policy will lose all future opportunities to apply for housing and will be liable for all costs incurred by the University including any expenses related to the removal of any third party. Students residing in University housing without the written permission of the University are trespassing and will be removed immediately.

#### Terraces

Students assigned to apartments with exterior terraces may only use the terrace for seating, small potted plants and the like. Drapes, screens, swings, ropes, outdoor storage, cooking grills or other hazardous items may not be stored or used on the terraces.

#### Trash

Licensee will be responsible for delivering all trash to the trash room in the building using the totes provided. There is not currently an on-site option for recycling.

#### Utilities

Electricity. Licensee will contact Central Maine Power Company (CMP) to establish an account prior to occupancy, and this account number shall be provided to UNE. Licensee will pay all electricity charges directly to CMP for the duration of occupancy and licensee is responsible for contacting CMP to terminate account at the end of their lease term. Licensee agrees to maintain heat at a reasonable level in the Premises so that water pipes do not freeze.

Water and Sewer will be provided to the Premises at no additional cost to Licensee.

### **9. Exceptions to Any Provision of This Agreement**

The Vice President for Student Affairs, Dean of Students (or designee) may alter or revoke this License Agreement and/or official administrative policies in the interests of order, health, safety, discipline, or for educational purposes. A student may request an exception to any provision of the License Agreement or may appeal any charge assessed by Office of Housing and Residential/Commuter Life. To request an exception, the student must submit a written petition explaining the nature of and reason(s) for the request to Housing-office@une.edu.

#### **10. Default; Termination**

- a. The occurrence of any one or more of the following events shall constitute an immediate default on the part of the Licensee under this License:
  - i. the failure by Resident to make any payment hereunder as and when same is due, and the failure to cure default within thirty (30) days after written notice from the University, provided that no such notice to Licensee or opportunity to cure is required if there are more than three (3) separate violations of the foregoing within any 12-month period, even if such violations have been timely cured;
  - ii. the failure of Licensee, guests or invitees to comply with any local, state, or federal law and failure to rectify such behavior within thirty (30) days after written notice from the University, provided that no such notice to Licensee or opportunity to rectify behavior is required if there are more than three (3) separate violations of the foregoing within any 12-month period, even if such violations have been timely cured;
  - iii. failure by Licensee to observe or perform any of the covenants, conditions or provisions of this License Agreement to be performed or observed by Licensee and the failure to cure such behavior within thirty (30) days after written notice from University, provided that no such notice to Resident or opportunity to rectify behavior is required if there are more than three (3) separate violations of the foregoing within any 12-month period, even if such violations have been timely cured;
  - iv. repeated conduct of the Licensee, guests or invitees in the building that disturbs the peace and quiet or safety of other Building residents.
- b. In the event of such default and failure to cure by Licensee, the University may, subject to the requirements of applicable law, and without limiting the University in the exercise of any right or remedy which University may have by reason of such default or breach, terminate Licensee's right to possession of the Premises upon at least thirty (30) days' prior written notice to Resident for defaults pursuant to item (i) above and upon at least forty five (45) days' prior written notice to Resident for defaults pursuant to items (ii) through (iv) above. In the event this License Agreement is terminated due to a default by Licensee, the University shall be entitled to recover from Licensee all damages incurred by the University. In the event that Licensee fails to surrender possession of the Premises prior to or upon the termination of this License Agreement the University may institute a forcible entry and detainer action pursuant to Title 14, Chapter 709 of the Maine Revised Statutes.

**I, the undersigned student, hereby apply to become a licensee in the University Housing at Seavey Terraces during the term set forth above, under the terms and conditions described in this License Agreement.**

**I (and the guarantor, if applicable) understand and agree that the University, in its sole discretion, reserves the right to change the terms and conditions of the License Agreement upon written notice.**

**I agree to the Cancellation Charge Policy and Schedule as described herein and I (and the guarantor, if applicable) agree to pay in full the License Fee and all of the charges prior to the beginning of that term's registration. I agree to occupy the licensed Premises exclusively for my own use and not allow any portion of such housing accommodation to be used by any other person unless otherwise authorized by the University. I understand that I may not sublicense the licensed space to which I have been assigned. Violation of this provision immediately terminates this License Agreement. I understand and agree that the University reserves the right to increase its Residential rates for any term, including the right to assess increases in energy costs associated with the operation of such facilities. Such increases, if assessed, shall be applied to the housing charge in the form of a pro-rated adjustment.**

**I (and the guarantor, if applicable) understand and agree that the University of New England, in its sole discretion, reserves the right to assign and reassign students in the University Housing at Seavey Terraces,**

or to revoke and terminate the License Agreement at any time for any reason, I (and the guarantor, if applicable) understand and agree that, in the event that I am reassigned to a licensed space with a higher/lower charge than that for the accommodation initially assigned, I will be assessed/credited a pro-rated portion of the difference between the charge initially payable and the charge payable after reassignment.

I (and the guarantor, if applicable) understand and agree that the University shall not be responsible for any delay and/or non-delivery of utilities or other services to the residential facilities or any nonperformance and/or losses, both personal and property, resulting directly or indirectly from natural causes; the enactment or issuance of any law, ordinance, regulation, ruling or order; lack of the usual means of transportation; fire; flood; explosion; strike; or other accidents or other events or contingencies beyond the University's control.

I further agree to abide by the policies, procedures, rules, and regulations that may be established by the Office of Housing and Residential/Commuter Life and by all other policies, rules, regulations, and codes formulated by the University, including, but not limited to, all academic and social conduct rules and regulations. Violation of any of the terms of the License Agreement may result in disciplinary action and/or revocation of the License Agreement and housing privileges.

The parties have executed this License Agreement as of the Effective Date.

University of New England:

\_\_\_\_\_

By:

Its:

Licensee

Signature \_\_\_\_\_

Name: [OBJ]