

SUFFOLK UNIVERSITY
License Agreement – Terms and Conditions of Housing

By this Agreement, made on this day _____, The visitors of Suffolk University on behalf of Residence Life & Summer Programs Office at Suffolk University, which is part of the Student Affairs Division, hereto known as "Residence Life & Summer Programs," and **the individual(s) identified on the reservation form are considered registered guest(s)** and hereto known as the "Individual Guest," agree to the following:

1.00 Nature of Agreement

The Individual Guest understands that this Agreement is intended to govern housing at Suffolk University residence areas during the entire reservation period. The Individual Guest also understands that, under Massachusetts's law, the legal relationship created by this Agreement is a license and not a tenancy and the Individual Guest does not intend to create a tenancy. The Individual Guest is entering into a cooperative living arrangement wherein the Individual Guest has the right and responsibility to respect fellow conference guests. The Individual Guest agrees to observe all the rules and regulations contained in the Guide to Conference Services located in each room and apartment in all the residence halls and on the web at www.suffolk.edu/sumconf.

This license allows the Individual Guests to use the space assigned. Only Individual Guests and their visitors may use common areas, including hallways, lounges, cafes, etc., in accordance with University rules and regulations governing such areas. The University maintains residential property to further its academic mission. Other uses must be secondary to that purpose.

All Individual Guests must understand that violation(s) of this Agreement and/or the rules and regulations may result in immediate suspension or expulsion from the property.

2.00 General Provisions

The Residence Life & Summer Programs Office reserves the right at any time to: (a) designate any or all housing as available for expanded occupancy up to four persons per room; (b) change any room assignment or rate; (c) enter rooms during reasonable hours for routine maintenance, inspections, repairs, or housekeeping duties; (d) enter rooms at any time for an emergency; (e) control the rooms in the event of an epidemic; (f) terminate the Housing Agreement for violation of a Term or Condition, for health or for other reasons deemed sufficient by the administration.

The Residence Life & Summer Programs Office retains unilateral power to terminate this license for the breach of any Term or Condition of this Agreement by the guest. Failure of either party to insist upon strict performance of any of the Terms or Conditions herein shall not be deemed a waiver of any rights or remedies of either party, and shall not be deemed a waiver of any subsequent breach or default in any of the Terms or Conditions herein.

The University does not discriminate in any of its Programs, procedures, or practices against any persons on the basis of age, citizenship, color, handicap, national origin, political affiliation, race, religion, sex, sexual orientation, gender expression, gender identity or status as a disabled veteran or veteran of the Vietnam era.

3.00 Further Regulations

The Residence Life & Summer Program's Application and License Agreement are subject to further regulations which are not in force or may be put in force pertaining to the area in which the Program resides, as the University finds necessary, including all regulations developed by the Residence Life & Summer Programs Office, the Student Affairs Division, and the Vice President/Treasurer.

4.00 Eligibility

In order to live in a Suffolk University residence area, Individual Guests must be traveling for academic reasons. Accommodations are for the following reasons: a Suffolk University student taking summer classes, and/or completing an internship, a visiting conference guest that is in Boston for educational purposes or a visiting student completing a summer internship in the Boston area. Exceptions to this rule may be granted by the Associate Director of Residence Life & Summer Programs or a designee.

Person(s) may not permit any other person to use the assigned room in place of the Individual Guest. Eligibility is conditional upon settlement of all fees and residence charges. The University reserves the right to remove an Individual Guest if he/she fails to meet eligibility and does not meet payment deadlines.

5.00 Room Assignments

The Residence Life and Summer Programs Office will try to accommodate all requests for roommate(s), building choice and room change, but there are no guarantees. The University may change any room assignment and/or roommate(s) assignment from time to time in the interest of health, safety or quality of life issues, for purposes of consolidation or to accommodate a guest with a disability.

6.00 Financial Obligation

The deposit and payments are refundable only if the University is unable to grant occupancy. Individual Guests responsible for the total financial obligation of the contract. Full payment is due at the time of arrival.

Guests staying more than four (4) weeks may pay on a monthly basis. The guest must pay for the 1st calendar month at the time of check in. All other payments must be made on or by the first business day of the remaining months. Payments made after the first business day will be considered late and incur a late fee of \$20.00. Guests that fall more than 4 calendar days behind on a payment will be considered delinquent. Residence Life & Summer Programs reserves the right to remove delinquent guest's belongings and/or change the locks. The guest will be held financially responsible for any fees incurred by Residence Life & Summer Programs. The individual guest may be billed \$25.00 for declined or returned payments.

Long term guests are required to pay a \$200.00 non refundable deposit at the time of the application. This \$200.00 deposit is only refundable if Residence Life & Summer Programs is not able to provide housing. This deposit is not refundable if the guest chooses not to reside in the residence halls for any reason. The \$200.00 deposit will be credited towards your last payment.

Room and board fees are subject to change during the term of this agreement. If the guest leaves the space before the end of contracted period, or is suspended or expelled from housing for disciplinary reasons or suspended or expelled from the University for academic and/or disciplinary reasons, there will be no refund.

7.00 License Period

The term of this agreement shall begin when the Individual Guest takes occupancy on the designated start date and shall terminate on the designated departure date as noted in the application and/or the conference programmer computer software.

8.00 Disclosure of Addresses and Telephone Numbers

All guests' rooms and/or apartments are wired for telephone service and a telephone (with local call capability and ability for long-distance with a calling card) is provided. Guests' campus phone numbers will be made available, upon request, to university offices and conference group leaders during the summer. The Office of Residence Life and Summer Programs will not provide any personal information about conference guests to any individuals outside of the conference group staff.

9.00 Check In

Individual Guests must abide by the appointed schedule for arrival. Early arrivals with less than 1 week notice, will be assessed a charge for accommodating early arrivals of \$50 in addition to bednight charges. Guests arriving late must inform Residence Life & Summer Programs to keep their room assignment. If a room is guaranteed but was not occupied during the reservation time the applicant must still pay for the room.

10.00 Check Out

Individual Guests must leave their rooms or apartments in good order by the checkout time as scheduled in the Residence Life & Summer Programs software program, Conference Programmer. The numbers in Conference Programmer are the dates and times provided by the person on the reservation form. If a guest fails to vacate upon the end of their reservation for any reason, the University may exercise any or all of the following options: (a) charge the guest for an extra night's stay; (b) remove the guest possessions from the premises; (c) change the door locks, and bill the guest; (d) bill the guest for all damages suffered by the University, for example, payment of attorney fees and expenses.

The Individual Guest is responsible for removing all possessions from the reserved room/apartment at the end of contracted stay and/or when the room/apartment is vacate permanently. Any possessions left behind after the space has been vacated will be considered to be abandoned by the individual guest and the University will discard them. There may be a fee associated with the removal of personal items to be passed onto the individual guest.

11.00 Security

The Individual Guest is personally responsible for abiding by the security policies pertaining to residential facilities. A full

list of all policies and procedures can be found at: www.suffolk.edu/reslife and www.suffolk.edu/sumconf

12.00 Assignment and Subletting

The University reserves the right to alter, change, or cancel any assignment. Individual Guests may not change any assignment or sublet the premises or any part thereof. In addition, if problems arise between roommates Residence Life & Summer Programs may be able to reassign individuals if space permits. If space permits the move, both roommates will need to agree on reasonable expectations of each other until the move can be arranged. If no space permits the roommates will be required to “co-exist” in the room until other arrangements can be made.

13.00 Furnishings and Facilities

The University will choose and provide furnishings for each facility including a stove and refrigerator for apartments. The University shall not furnish additional storage space. All University-owned furniture including telephones must remain in the assigned space.

The Individual Guest may not deface any part of my apartment/room including, for example, altering or replacing door locks, making electrical or structural alterations, the use of nails, screws, or any material that defaces surfaces, construction in the building and any painting. This list is not inclusive.

14.00 Utilities and Services

The University provides heat, air conditioning, electricity and water. All utilities are regulated regionally by the system within the building. Residence Life & Summer Programs will also arrange for refuse pick-up from trash rooms and grounds maintenance services. Individual Guests must dispose of personal refuse in proper containers. There will be a \$30 per hour charge, with a \$30.00 minimum charge, for removal of trash left in housing areas. Please reuse and recycle as much as possible.

15.00 Damages

The Individual Guest is responsible for Suffolk University property (including, but not limited to furniture, light fixtures, window treatments) in room/apartment and in the common areas (hallways, stairwells, laundry room, elevators) of the building. A charge for damaged property will be assessed against whoever is identified as being responsible. If the University cannot determine who is responsible for property damaged or defaced in my room/apartment, the charges will be apportioned among all roommate(s)/apartment mates. If the University cannot determine who is responsible for property damaged or defaced in the common areas, the charges will be apportioned among all building resident guests. Furniture that needs to be replaced will be charged at the replacement cost.

16.00 Insurance

The Individual Guest understands that Suffolk University will not be liable for loss or damage to property that is brought into any residence area whether by way of fire, accident, Act of God, loss or interruption of heat, electricity, air conditioning, burglary, theft, vandalism, or for whatever reason not directly, proximately and consequentially the result of the sole and exclusive negligence or misconduct of the University.

It is recommended that Individual Guests should maintain personal property insurance to protect against personal loss or damages. The majority of guests may maintain coverage under their existing homeowner’s policies, but all guests should consult their insurance agent to determine the necessary insurance coverage to protect their personal possessions.

17.00 Keys and Access Cards

These items are property of the University. It is against Suffolk University policy to have duplicate keys made. Residence Life & Summer Programs will assess a charge for each lost key/access card or for each replaced lock core. Lost keys/access cards must be reported promptly to the Residence Life & Summer Programs Office to arrange replacement. Return all keys/access cards at the scheduled checkout time and place to avoid being billed for core/key replacement. If an Individual Guest does not return all necessary keys at the scheduled checkout time and location, the keys will be considered lost and the guests will be billed for the keys.

18.00 Entry, Inspection and Search of Guest’s Rooms

The Individual Guest understand that the Residence Life & Summer Programs Office may inspect any room/apartment at any time during the summer for the purpose of assessing furniture inventory, general room condition, safety, security and maintenance needs, and for other reasons. When possible, twenty-four hours notice of an entry will be given. These

inspections will be made in the presence of at least one occupant, if one is available. Suffolk University maintenance personnel and contractors, as well as the landlord's representatives, may from time to time have a need to enter my room for maintenance related purposes. When this becomes necessary, such personnel will knock loudly, announce themselves and when possible, will wear identification. Other University officials may be present from time to time in the common areas.

19.00 Prohibited Possessions

Possession of the following is prohibited in University residence hall rooms, suites and apartments: pets, air conditioners, certain refrigerators, cooking appliances (except in apartments), ceiling fans, space heaters, firearms (including B.B. guns), bows and arrows, ammunition, firecrackers or similar explosives, open flames (including candles), paint ball guns, cinder blocks for propping beds, Touchier lamps, bed lofts, extension cords (multiple-outlet connections are permissible only with a built in circuit breaker and U.L. approved), and any other item which the University determines to be dangerous or illegal.

20.00 Prohibited Activities

All Federal, State and local laws, as well as policies and regulations of the University, have full force and effect within licensed property. This Agreement prohibits violations of those laws and regulations. The following activities are not permitted in residence areas: (a) Water bombs or water fights; (b) Snowball throwing; (c) Removal of University furnishings from rooms, suites, apartments or lounges; (d) throwing items from windows down stairwell or placing objects on window ledges; (e) the use of sports equipment (including but not limited too soccer balls, Frisbees, etc); (f) Posting leaflets, etc. on locations other than designated bulletin boards; (g) smoking within the residence halls; (h) gambling; (i) Riding bicycles in residence halls, stairs, etc. Parking of bicycles in access and entranceways. This includes storage in stairwells, lounges, corridors, bathrooms, or any other areas in the residences except one's own room; (j) Use of emergency exit way in a non-emergency situation, use of balconies and roof tops and activation a fire alarm in a non-emergency situation; (k) Altering or tampering with heating, electrical, fire safety or security systems including but not limited to, smoke detectors, fire alarms and door lock systems; (l) Collecting or assembling flammable materials or materials that constitute a fire hazard. This includes the use of candles or other open flames; (m) The use of rooms or common areas for parties is subject to facility use restrictions, including health, fire and safety codes.

21.00 Sales, Solicitation, Peddling

Sales, solicitation and peddling are forbidden in University residence facilities. This includes deliveries of goods or operating a University business in Housing. An Individual Guest may arrange to meet a delivery person in the lobby, but vendors are not allowed to enter the residence halls.

22.00 Alcohol, Drugs and Smoking

All Suffolk University housing is drug, alcohol and smoke free, regardless of age. Alcohol may not be consumed in any part of the residence halls, including but not limited too, rooms, individual apartments, common areas, cafeterias, hallways, etc. Public intoxication is strictly prohibited regardless of age.

Individual Guests found in possession of drugs, drug paraphernalia or alcohol will be removed immediately from housing with no refund given.

23.00 Behavior

The Individual Guest using any and all Suffolk University facilities shall adhere to all policies of Suffolk University, as well as all local, state and federal laws concerning health, safety and public order. Specific guidelines regarding residence hall regulations will be available in the guest's room.

The Individual Guest is responsible for the oversight of all activities to ensure their personal safety and the compliance with all federal, state, city laws and ordinances, as well as all Suffolk University Rules and Procedures as stated in the *Guide to Summer Programs* (available at <http://www.suffolk.edu/campuslife/2772.html>). Suffolk University will have complete authority to terminate any activities of the Individual Guest and at its sole discretion; Suffolk University may immediately remove any guest from on-campus housing, without refund, who conducts themselves in a manner deemed unsafe or unacceptable to Suffolk University. The Individual Guest will be responsible for any costs incurred from the removal or relocation. Determination of proceedings and oversight of the disciplinary process will be the responsibility of the Office of Residence Life & Summer Programs. Outcomes of disciplinary proceedings are not able to be appealed.

When the conduct of a guest in the Summer Program violates the rules set forth by the University pertaining to participants in a summer program a guest will be subject to two levels of disciplinary action.

1. *Written Warning*: a written reprimand is given to a summer conference guest whose behavior violates the rules and

procedures as stated in the *Guide to Summer Programs*. Generally only one written warning is given before proceeding to the second level of discipline which is requirement to withdraw for disciplinary reasons. However, serious infractions including but not limited to alcohol, drugs, intoxication and vandalism of college or non-college property may be grounds for immediate dismissal from on-campus housing.

2. *Requirement to Withdraw for Disciplinary Reasons*: action taken in serious disciplinary matters indicating that the guest's behavior is unacceptable in this Summer Program. Requirement to withdraw from housing, without refund, is a formal disciplinary action of the Residence Life & Summer Program.

24.00 Guest Policy

Individual Guests staying more than 4 weeks

Individual Guests may only sign in a maximum of three (3) visitors. Individual guests must sign in and out all visitors and those visitors must show and leave photo identification acceptable to front desk security. Visitors must be accompanied by the resident guest at all times in the building and must observe all the University rules applicable. The Individual Guest is responsible for the conduct and behavior of signed in visitors and are responsible for any damage done by the visitors.

Individual Guests staying less than 4 weeks

Individual Guests are not permitted to have overnight visitors. Visitors are allowed to visit between the hours of 8 AM and 10 PM. There is a maximum of three (3) visitors at a time.

Individual Guests under the age of 18

Individual Guests under the age of 18 are not allowed to sign in any visitors at any time.