

RESIDENCE HALL LICENSE AGREEMENT FOR ACADEMIC SEMESTER FALL 2017-SPRING 2018 TERMS AND CONDITIONS

Suffolk ID #	Last/Sur Name	First Name/Middle Initial	
Permanent Address	City	State	Zip
Home Phone	Student Cellular Phone	Date of Birth	
		Month Day	Year
Suffolk University Student Email address		Sex	
		Male	Female

Nature of this Agreement

By signing this agreement, I understand that this License Agreement (the "Agreement") is intended to govern my housing in Suffolk University (the "University") residence areas (including leased properties) (the "Residence Hall") **during the entire 2017-2018 academic year, exclusive of University vacation periods**. I also understand that, under Massachusetts law, the legal relationship created by this Agreement is a license and not a tenancy, and I do not intend to create a tenancy. I understand that I am not authorized to let any other person use the Residence Hall in my place. I am entering into a cooperative living arrangement wherein I have rights and responsibilities respecting my fellow resident students and toward the University in support of the common educational goals and values of the University.

Term

This Agreement is effective the date the parties sign this Agreement, meaning that the financial obligations are effective upon execution of this Agreement. The term of this Agreement is for the entire academic semester and shall begin on the date the student is expected to take occupancy each semester and shall terminate on the day after the last final May 10, 2018. This Agreement does not include residency during University vacation periods, as determined by the University's undergraduate calendar. The student should not enter into any binding contract or lease with a third party for alternative housing accommodations for any time period concurrent with this Agreement. If the student does so, it will not be grounds for termination of, or release from, this Agreement. The student will be responsible for all payments due hereunder whether the student takes occupancy of the Residence Hall or not. Given the unique nature of the residential system, the University has no legal obligation to attempt to re-allow a student to occupy a housing assignment in the event a student fails to take occupancy.

Acceptance of Agreement and Effective Date

This Agreement becomes effective when signed by the student (and their parent/guardian, if necessary). The student understands that their signature on the Agreement signifies that they have read the terms and conditions stated herein and agrees to abide by and be bound by the terms of this Agreement and University policies and procedures. The student agrees that as a condition of residency, they shall comply with all the rules and regulations contained in this Agreement and the Undergraduate Student Handbook, including those specifically relating to residing in a Residence Hall, the Residence Hall Policies, as applicable, and all federal, state and local laws. The student understands that violation of this Agreement and/or University rules and regulations may result in immediate suspension or expulsion from the Residence Hall and/or the University.

Eligibility – Full Time Status

The student understands that as a condition of living in a Residence Hall, they must be a matriculated full-time University undergraduate student maintaining a **minimum of twelve (12) credits each semester**. Students who withdraw from the University or who cease attending the University on a full-time basis, for any reason, must vacate the Residence Hall immediately. Students will be held financially responsible for the remainder of the current semester of study. Exceptions to this rule may be granted only by the Director of Residence Life & Housing, Dean of Students, or designee.

University Financial Obligations

The student will not be allowed to take residence in a Residence Hall until all applicable financial obligations at the University have been satisfied as determined by the University's Office of the Bursar. Failure to pay obligations by the tuition payment due date as indicated on the University's Student Tuition Bill may result in loss of Residence Hall space and financial penalty including loss of deposits fees.

Housing Deposit(s)

To secure a Residence Hall room, students may be required to submit one or more housing deposit(s) as outlined by Undergraduate Admission or the Department of Residence Life & Housing. Failure to pay deposits by given deadlines may result in the student not being offered housing. Deposit dates for incoming students may vary based on acceptance date to the University. The housing deposits are non-refundable after advertised dates, unless the University is unable to grant occupancy, or unless otherwise noted in deposit materials.

Fees

Residence Fees- Room & Board (semester fee)					
Residence Hall	Single Room	Double/Triple	Quad		
	_	Room			
150 Tremont Street +	\$6,964	\$6,199	\$5,918		
Nathan R Miller Hall +	\$6,964	\$6,199	\$5,918		
Modern Theatre +	\$6,964	\$6,199	N/A		
10 West Street (Suites) +	\$6,964	\$6,199	N/A		
	Single/Double BR	Triple Studio/	Duplex Quad		
	or Double Studio	Duplex Triple			
10 West Street (Apartment) ++	\$6,964	\$6,709	\$6,454		
International Guest Housing +	N/A	N/A	\$5,918		
Residence Fees- Room & Board (semester fee) continued					
Meal Plan	Plan A	Plan B	Plan C		
Semester	\$1,656	\$1,486	\$1,324		
+ Meal plan required					
++ No meal plan required					

Right to Reassign Residence Hall Space

The University reserves the right to reassign Residence Hall space if a student is not registered for classes and/or does not have financial clearance from the Office of the Bursar by the tuition payment due dates for each semester: August 1, 2017 for fall and January 2, 2018 for spring.

Cancellation of License Agreement

A student may cancel this agreement for the full academic year before end of business on Friday, August 18, 2017 by notifying Residence Life & Housing in writing of intent to cancel. Cancellation of this agreement at this time will be for the entire academic year; no housing will be guaranteed for future semesters.

Students who withdraw or take a leave of absence from Suffolk University after August 18, 2017 but before end of business on September 8, 2017, the last day to add classes, are responsible for 25% of the semester's housing fees, as well as any used portion of the fall meal plan.

Students may not cancel this agreement in the fall semester after September 8, 2017 unless they meet the criteria outlined in the following Termination sections of this agreement.

This agreement is for a full academic year, and the student cannot cancel this agreement for spring semester unless they withdraw or take a leave of absence from Suffolk University before end of business on Friday, January 5, 2018.

Students who withdraw or take a leave of absence from Suffolk University after January 5, 2018 but before end of business on January 23, 2018, the last day to add classes, are responsible for 25% of the semester's housing fees, as well as any used portion of the spring meal plan.

Students may not cancel this agreement in the spring semester after January 24, 2018 unless they meet the criteria outlined in the following Termination sections of this agreement.

The student understands that outside of these guidelines, they may not cancel this Agreement and that charges are payable through the end of the full academic year.

Termination of License Agreement and Request for Financial Consideration of Room and Board Charges – Leave of Absence/Withdrawal from the University Due to a Serious Personal or Medical Reason

A student may request termination of the License Agreement and financial consideration for room and board charges if they have withdrawn or taken a leave of absence from the University for a serious personal or medical reason. Examples of serious personal or medical reasons include, but are not limited to, a death in the student's immediate family or the onset of an unanticipated medical condition that precludes the student's continuation at the University. The student must submit a written request with supporting documentation to the Student Affairs Office within three weeks of taking the leave of absence/withdrawing from the University. The medical reason(s) must not be related to a preexisting condition and must be documented by a medical provider with whom the student is in treatment. The student must sign a release of information so the medical provider can consult with the Dean of Students, or designee. Any request for financial consideration of room and board charges will be reviewed and a decision determined after the student's account at the Office of the Bursar has been reviewed and adjusted in accordance with federal financial aid guidelines, if appropriate.

Termination of License Agreement and Request for Financial Consideration of Room and Board Charges - Related to a Documented Disability or Medical Condition

If a student wishes to vacate the Residence Hall during the term of this Agreement as an accommodation for a documented disability or medical condition, yet wishes to remain enrolled at Suffolk University, the student must submit a Food and Housing Petition, which

will be forwarded to the Office of Disability Services. The Office of Disability Services will review the request with the student and determine if the requested accommodation is reasonable and should be granted. The student must submit appropriate documentation from a medical provider that includes information that can be used in evaluating the request for accommodation, as requested by the Office of Disability Services. The Office of Disability Services will present a recommendation about accommodations to the Food and Housing Board. Any request for financial consideration of room and board charges will be reviewed and a decision determined after the student's account at the Office of the Bursar has been reviewed and adjusted in accordance with federal financial aid guidelines, if appropriate.

Termination of License Agreement and Request for Financial Consideration of Room and Board Charges – Change in Financial Situation or Other

If a student wishes to vacate the Residence Hall during the term of this Agreement, for financial or other reasons, they must follow the guidelines set forth by the Food and Housing Board and published in the Food and Housing Petition.

Decisions of the Food and Housing Board may be appealed to the Director of Residence Life & Housing, or designee, and the appeal decision is final.

Students who are not granted release through the Food and Housing Petition process will be responsible for any and all housing and board fees as outlined by the Food and Housing Board.

Failing to Take Residency

If a student fails to take residency without notification prior to date of expected occupancy in a Residence Hall, the student may be responsible for the entire semester housing fees.

Behavior

The student understands that housing at Suffolk University is a privilege and not a right, granted by the University. Violations of University policy and/or applicable laws may result in the student's immediate dismissal from the Residence Hall and/or the University and/or other sanctions. Students who are required to leave the Residence Hall due to disciplinary sanctions are not eligible for a refund of room or meal plan charges.

Meal Plan/Board Plan

The student understands that as a condition of living in a Residence Hall, they must participate in the full Suffolk University meal plan, unless they are assigned to an apartment at 10 West Street or are granted a waiver pursuant to the Food and Housing Petition or through the Office of Disability Services. Students may change their board plan during an advertised period of time at the beginning of each semester. Any money left on student meal plan accounts at the end of the fall semester will be carried over to the spring. Meal plan funds remaining at the end of the spring semester are forfeited.

Students requesting a meal plan accommodation due to a medical condition or disability must submit documentation to the Office of Disability Services before or during the advertised meal plan change period at the beginning of a semester.

Students requesting a meal plan accommodation due to religious or other reasons must submit documentation to the Food and Housing Board through the Food and Housing Petition process before or during the advertised meal plan change period at the beginning of a semester.

Room Assignments

The University will try to accommodate requests for roommates(s), room type and room charge, but requests are subject to availability and not guaranteed. The student understands that the University may change a room 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 student with a disability.

Reassignment/ Right to Increase Occupancy

The University reserves the right to reassign students to another space or Residence Hall or to assign another student to a vacant space in a room at any time during the occupancy for reasons deemed necessary by the University. This Agreement will remain in effect and apply to the student's occupancy of the other space. The University also reserves the right to increase room occupancy as long as such increase conforms to prevailing occupancy and health standards.

Entry to Resident Rooms

The student understands that authorized University personnel or approved contractors may enter student rooms or other areas of the Residence Halls without notice for the following reasons: maintenance and housekeeping purposes, fire, health and safety inspections, inspection for damage, and/or for other emergency purposes. The University also reserves the right to enter a student's room if there is a reasonable cause to believe that a violation of University policies, rules or regulations or local, state or federal laws has occurred. Housekeeping staff at leased properties may enter each room on a regular basis for cleaning purposes.

Health Services

All students are required to have documentation on file with Counseling, Health, and Wellness health forms documenting an up-to-date physical examination and medical history, and all required health-related immunizations and records prior to taking occupancy. Failure to be in compliance with Counseling, Health, and Wellness documentation requirements may delay or prevent a student from taking occupancy.

Smoking

Smoking, including the use of electronic smoking devices, is not permitted in any Residence Hall.

Drugs and Alcohol

The University prohibits the possession and/or use of alcohol in any Residence Hall, regardless of an individual's age. The University also prohibits the possession and/or use of drugs and drug paraphernalia in any Residence Hall. The University's Drug and Alcohol policies, as set forth in the Undergraduate Student Handbook and which are in effect in the Residence Halls, contain significant information regarding the University's prohibitions relating to drugs and alcohol.

Appliances/ Prohibited items

Although meal preparation is not permitted in non-apartment Residence Hall rooms, a student may have a small microwave and small refrigerator. Microwave ovens may not be permitted in leased properties. The student understands that they are prohibited from having toasters, toaster ovens, open flame burners, immersion heaters and anything with a coil, candles, incense, sun lamps, halogen lamps and hookahs. Although meal preparation is permitted in the kitchen of the apartments, open flame burners, immersion heaters and anything with a coil, candles, incense, sun lamps, and halogen lamps are not permitted. For a complete list of prohibited items, please refer to the Undergraduate Student Handbook.

Pets

For health and safety reasons, no animal or pets, including fish, are permitted in Residence Halls. Service and assistance animals are permitted in University Residence Halls in accordance with established policies.

Fire Safety

Fire safety is of the utmost importance in the Residence Halls. The student acknowledges that they are required to comply with all University safety policies and procedures.

Tampering with firefighting equipment (including but not limited to fire extinguishers, smoke detectors and fire alarms), making false alarms, improperly using or tampering with a fire door, or other behavior that creates a fire safety danger may result in immediate removal from the Residence Hall. Fire doors are clearly labeled and alarmed and are not to be used except in an emergency or during the sounding of the fire alarm. Hallways, stairwells, doorways, emergency exists and entryways must be clear at all times. Other fire safety policies as set forth in the Undergraduate Student Handbook will be enforced.

Weapons

The possession of, maintenance of, firearms and weapons of any kind is prohibited in the Residence Hall. Please see the Weapons Policy in the Undergraduate Student Handbook for further information.

Damages/Cleaning Charges

The student understands that they are responsible for the condition of their assigned space and its contents including, but not limited to, walls, furniture, light fixtures, window treatments, locks and mirrors. Students are responsible for lack of cleanliness, theft, repair and/or replacement costs for University property. Charges will be assessed against whomever the University determines is responsible. If the University cannot determine responsibility, the charges will be apportioned among all roommate(s) or all residents of the floor/building, as appropriate.

Alterations of the Premises

The student may not deface any part of the Residence Hall, including, by way of example only, removal of University equipment or furniture, altering or replacing door locks, making electrical or structural alterations, the use of nails, screws, or any material that defaces surfaces (including writing on doors), construction in the building and any painting. This list is not all-encompassing.

Maintenance and Housekeeping

As a condition of residency, students are responsible for the cleanliness of their rooms, must maintain their room/ suite/ apartment in an orderly, safe and sanitary condition and are responsible for cleaning all areas in their room/ suite/ apartment. The University provides housekeeping services for common areas such as hallways, stairways, laundry rooms, elevators, floor lounges and common hallway bathrooms. Students must submit a work order form to Residence Life & Housing staff for repairs. If the University must clean a room, an appropriate charge, as determined by the University, will be assessed to the student.

Guests

Students are permitted to entertain guests in accordance with the Guest Policy as set forth in the Undergraduate Student Handbook. The student is responsible for the behavior of their guest(s) and the student may be subject to disciplinary action for the behavior of guest(s).

Keys/Identification Card

Keys will be issued at the beginning of occupancy and must be returned upon termination of this Agreement. The student must not duplicate, give or lend any room key, mail key or Suffolk University identification card to any other persons and must not remove, change or

disable any locks. The student understands that they will be charged for lost keys resulting in lock changes. The student understands that tampering with locks, duplication of University-issued keys and unauthorized use or possession of a University key is prohibited.

Liability for Student Property

The student understands that the University is not liable for loss or damage to their personal property whether by way of fire, flood, 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. The University provides at a fee to the student, personal property and liability insurance as follows:

<u>Student Personal Property Coverage</u> – is provided for theft, accidental damage and all risks of direct physical damage to covered property from any external cause or event, subject to exclusions and limitations noted in the policy. The provided limit is \$3,000 with a \$50 deductible.

<u>Student Liability Coverage</u> - provides a limit of \$100,000 per occurrence with no deductible for bodily injury and arising out of acts or ommissions of the named insured (student) at the resident property. This insurance will be primary to any existing homeowners insurance. Information will be provided separate from this document with policy details and claim filing instruction.

Personal property left after the student has vacated the room will be considered abandoned and will be discarded.

Solicitation

Commercial activities, solicitations or advertisements are not permitted in the Residence Halls.

Vacation Periods

All residence areas will be officially closed during Thanksgiving break (from 10am Wednesday, November 22, 2017 until 10am on Sunday, November 26, 2017), winter break (from 10am on Wednesday, December 20, 2017* until 10am on Sunday, January 14, 2018), and spring break (from 10am on Saturday, March 10, 2018 until 10am on Sunday, March 18, 2018).

*In the event of an inclement weather make-up exam day, the residence halls will close for winter break on Thursday, December 21, 2017 at 10am.

The student understands that they must vacate the Residence Hall during those periods. If the student needs housing during those periods, they must apply to Residence Life & Housing by the established procedure and deadline. If housing is available during those periods, additional charges may be assessed and the student understands that they may have to be relocated to another room or another Residence Hall.

Non-Discrimination Policy

Suffolk University prohibits discrimination on the basis of race, color, national origin, religion, sex, age, disability, sexual orientation, gender identity, gender expression, Vietnam era status or disabled veteran status.

Parent/Guardian Signature

Any student who is not eighteen (18) years of age as of the date of signing of this Agreement must also have a parent or guardian sign this Agreement.

Electronic Signature

The student acknowledges and understands that, by signing the agreement below, with their electronic signature, they are agreeing to all of the terms of this License Agreement, and further understands that they are creating a legally binding enforceable agreement with the University.

I CERTIFY THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS RESIDENCE HALL LICENSE AGREEMENT FOR THE FULL ACADEMIC YEAR AND AGREE TO COMPLY WITH THE TERMS. FURTHERMORE, I CERTIFY THAT I WILL ABIDE BY ALL SUFFOLK UNIVERSITY POLICIES, PROCEDURES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN THE UNIVERSITY'S STUDENT HANDBOOK AND THAT I WILL ALSO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS.

Signature of Student	Date
Signature of Parent or Guardian	Date
(If student is under 18 years of age)	
Laura Sander	Date
Suffolk University Senior Vice President and Treasurer	

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