

Marymount University  
Apartment Housing License Agreement  
Academic Year 2017-2018

We do encourage you to read through the whole agreement as it is a binding academic year contract. Your application for housing legally binds you to these terms and conditions.

I. INTRODUCTION

This housing license agreement ("License") is made and entered into by and between Marymount University, hereinafter "University", and the student, hereinafter, "Student" or "Licensee", identified on the original copy of the License. This is a binding License effective for the entire academic year consisting of fall and spring semesters, or if entered into after the beginning of the academic year, for the remainder of the academic year and constitutes an obligation on the Student to pay the University for the license of occupancy in University owned, operated or leased residential spaces. Submission of application information does not guarantee confirmation of a housing assignment. No oral statement made by any agent of the Office of Campus and Residential Services (hereinafter "OCRS") shall be considered a waiver or modification of any terms or conditions of this License.

The purpose of this License is to establish certain financial and other relationships between the University and Student relating to Student's occupancy in University owned, operated or leased property. This document shall constitute only a license and shall not be deemed to constitute a lease or to create or transfer any interest in or a lien upon real estate. The University reserves the right to terminate the license at its sole discretion. The relationship between the University and Student shall be subject to the terms and conditions in this License.

With this License, University offers to the Student a space in the residence halls or other property owned, managed or leased by University for the referenced academic year. It is understood that the Student must be full-time enrolled at University throughout the term of this license. Any student not enrolled must immediately vacate the licensed location. The rooms may be occupied and meals will be served according to the License. The License period excludes room and food service during the semester break.

The Student and University hereby agree to all the terms, conditions and provisions set out here as part of this License and in other documents which are incorporated by reference into this License including the University Community Conduct Code, the Student Handbook, University Catalog, the University and OCRS websites, which are in effect or as may be amended or adopted from time to time at the University's sole discretion.

All the materials contained herein become and shall be an integral and binding part of all residence hall agreements at Marymount. It is the Student's responsibility to become familiar with all provisions of this License. These terms and conditions are not intended to provide the general or specific residence hall information of a non-contractual nature which is contained in the student code of conduct.

**University regulations and policies affecting license agreements are subject to changes and additions. Such changes and additions shall be officially announced and/or posted on the OCRS website and License shall become effective and binding at the date of such posting or official announcement.**

II. GENERAL TERMS AND CONDITIONS

A. University Agreement

Marymount agrees to furnish the Student housing. These services are provided under the terms and conditions herein stated and as described in the Residence Hall Policy guide (available online).

**University reserves the right and privilege to:**

1. *refuse any License upon receipt.*
2. *change apartment assignment and require the Student to move to different accommodations when University deems it expedient in its sole discretion, in which event the Student's account will be*

*credited or charged with any difference in charges. Grounds for such decision include, but are not limited to maintenance concerns, investigative procedures, roommate issues, consolidation, etc.*

3. *take over and use the room in event of public emergency.*
4. *in the event that the accommodations assigned to the Student are destroyed or otherwise made unavailable and University does not furnish other accommodations, the License shall terminate and all rights and liabilities of the parties hereto shall cease and the right of University and the Student to payments previously made by the Student shall be pro-rated on the basis of the period for which accommodations were made available to the Student.*
5. *change the rate for room during the academic year upon reasonable notice if changes in economic conditions make it necessary.*
6. *inspect the room at any reasonable time and, if there is reason to believe that the Student has violated University regulations, to inspect the Student's possessions.*
7. *cancel the Student's housing License and room assignment should the Student not be enrolled in at least nine (9) credit hours on or before August 1 (January 1 for Students having second semester Licenses only), or for other grounds as set forth below.*

Alterations of this License by Student are not recognized by University and failure to honor the Student's assignment preference will not void this License. University will not discriminate in room/hall assignment on the basis of race, religion, national origin, or ancestry. University reserves the right to assign roommates and/or to consolidate vacancies by requiring Students to move from one accommodation to another. If the first payment and the License are received by the due date, accommodations will continue to be reserved and the Student will be notified of a room assignment shortly before the beginning of the period of occupancy.

University reserves the right to assess charges collectively to living units for damages not attributed to specific identified individuals. Common area damages will be pro-rated to the smallest possible number of residents.

Due to the nature of residential buildings, the University acknowledges that there may be variations on overall size and shape between like units occupying the same number of students. No additional charge or credit will be assessed onto the Student's account to accommodate for these variations.

#### B. Student Agreement

The Student agrees to honor this License **FOR THE ENTIRE LICENSE PERIOD** and pay for all charges for the accommodations assigned. The Student agrees that failure to satisfy the financial obligations accrued under this License may result in the withholding of grade transcripts and/or permission to re-enroll pursuant to University rules and regulations governing the imposition of these sanctions.

The Student understands and agrees that the License is for space in the residence halls or University-leased off-campus residence space and not for a specific room or building. In consideration of the assignment of the room, the Student agrees to pay the University the appropriate charge for that type of room.

The Student agrees that this License is **FOR THE LICENSE PERIOD** or, if License is for accommodations after the beginning of the academic year, for the remainder of the license period. **The Student agrees this License cannot be cancelled by Student either before or during the license period except under the terms set forth in the Cancellation and Termination section of this document.** If the Student leaves at the end of the first semester after having completed requirements for graduation, the License shall thereupon terminate.

The Student agrees to bear and assume the risk of loss with regard to all personal property which is kept or maintained on the leased premises. Student is advised that the University does not purchase property insurance covering any loss of, or damage to, the Student's personal property, and Marymount University

assumes no responsibility for the payment of any such loss. The Student shall reimburse the University for all damages to the structure in which he/she is housed and all damage to, or loss of, any University fixtures, furnishings or properties furnished under this License caused by any negligence on the Student's part.

The Student agrees to comply with all rules and regulations of University and of the University Residence Hall in which he/she resides which are now, or hereafter, in effect, which rules and regulations are specifically made a part of the License by reference. The rules and regulations as set forth by University are in effect at all times.

The Student agrees that failure to occupy assigned accommodations on or before the first day of classes of the period covered by this License without having given Campus and Residential Services notice of delayed arrival may result in the accommodations being assigned to another student, but delayed arrival does not relieve the Student of the responsibility to accept other available accommodations. The Student agrees that assigned accommodations cannot be reassigned by the Student to another student.

The Student agrees rooms residence apartments may only be occupied by the Student(s) assigned to that particular space. The Student is prohibited from assigning his/her rights or responsibilities under this License to a third party.

In the event the Student is occupying premises leased by the University, Student agrees to review, be familiar with and comply with all obligations and requirements described in the University's lease agreements with the applicable landlord of said leased premises. Student further agrees to review, be familiar with and comply with all obligations and requirements described in any community policy documents that apply to the premises leased by the University.

### III. ELIGIBILITY

- A. Occupancy in University-leased off-campus apartments is open to all full-time, University students with housing preference given to graduate or second degree nursing students. All housing is offered regardless of race, creed, sex, religion or disability.
- B. All students who are not exempted from the Marymount two year residency requirement are required to live in University approved housing.
- C. The University and Student agree that residence at either an on-campus Residence Hall or University-leased off-campus Residence Apartment under this license is incidental to the provision of educational services as defined in Code of Virginia § 55-248.5. This License is not a lease and the parties expressly agree that this License is not subject to the Virginia Residential Landlord Tenant Act.

### IV. LENGTH OF LICENSE/DATES OF OCCUPANCY

- A. Length of License  
Apartment Licenses are August 1 – July 15 or balance remaining at the time of assignment. Any Student who continues to be enrolled at the University shall honor the terms of this License for fall, spring, and summer semesters. Exceptions will be made for University-approved Study Abroad programs.

### V. CANCELLATION/ LICENSE RELEASE REQUEST/TERMINATION

- A. Cancellation
  1. Licenses can be cancelled by Students by June 15 (for start dates of August 1; November 15 for start dates of January 1). **Cancellations after this date are not permissible and the student will be financially responsible for the full length of the license.**
  2. All cancellation requests must be in writing and signed by Student. All requests for cancellation must be addressed to Campus & Residential Services, Marymount University, 2807 North Glebe Road,

Arlington, VA 22207. Alternately, requests may be emailed from Student's Marymount email account to ocrs@marymount.edu Notification of the cancellation to other University offices or departments will NOT terminate the License.

3. The following penalty schedule will apply to such cancellations based on the date such request is received by the University (Dates in parenthesis apply to Licenses submitted for the second semester only.)
4. No refund for current semester charges will be made for cancellation occurring during the last two weeks.

B. License Release Request

A License release request is a formal written petition to obtain a release from the License once the License is in effect. Students who experience significant changes in circumstances beyond their control which would prevent them from fulfilling the terms of the License and which cannot be resolved within the campus and residential services system, may obtain a License Release Request Form from Campus & Residential Services. The request will be reviewed and a decision will be communicated to the Student in writing. The University retains full discretion with respect to decision on such requests. Submission of a release request form does not imply a release will be granted. If the Student is released, the below dates, charges and provisions apply.

Request Received by	Cancellation Fee Schedule
June 15 (November 15)	\$0
June 16 - June 30 (Nov 16- Nov 30)	\$300
July 1 - August 1 (Dec 1 – Jan 11)	\$1000

C. Termination

This License may be terminated in the following manner:

1. Should a Student at any time cease to be enrolled as a full-time Student at the University, this License may be terminated without notice. In these cases, cancellation of space charges will be made in accordance with the provisions set forth within this document.
2. If a Student violates any of the terms and conditions of this License or displays other conduct on the part of the Student deemed to be such as to require the removal of the Student from residence for the best interest of the other residents, that Student may be given written notice by the University that the License has been temporarily terminated and to vacate University housing pending a determination of finding by a student conduct hearing. Upon a student conduct hearing determination of finding, this License may be terminated.
3. If the License is terminated as provided in A or B above, the Student must vacate the space on the effective date of termination. Upon the Student's failure to promptly vacate, the University shall be entitled to immediate possession of the space and to take all summary action to secure possession without any other or further notice of any kind to Student. The University may then, without notice to the Student, enter, take possession of, and relicense the space. The University is further irrevocably authorized on behalf of Student to remove and to store Student's belongings without any liability on the part of the University for damage or loss. In that event, the University will assess appropriate charges for storage of belongings through 8 weeks after which the University is irrevocably authorized on behalf of Student to dispose of these belongings in any manner which it shall see fit in its sole discretion without any obligation to make payment of any kind to the Student resulting from such disposition, damage or loss.
4. A Student whose License has been terminated may be refused assignment of University housing space at a later date.

5. License Termination by University - Violation of License, withdrawal (or suspension or dismissal) from University for any reason, or other conduct on the part of the Student deemed to be such as to require the removal of the Student from residence for the best interest of the other residents shall constitute grounds for the termination of the License at the election of University in its sole discretion. In case of such termination, University will deliver to the Student written notice stating the hour and date of termination. If at any time during the period of License, University terminates the License for cause, the Student will be charged for rental fees through the date of the Student's departure from the unit as well as: the smaller amount of the total balance due for the lease term or a cancellation fee of \$1000. Also the Student will be liable for all sums accruing to University under the terms of the License prior to the date of termination. If the License is terminated because of the Student's withdrawal from Marymount University and the Student re-enrolls during the period covered by the License, University may elect to reinstate the License as of the date of re-enrollment.

#### VI. UNIT CONDITION

- A. The University agrees to provide and the resident agrees to maintain the assigned unit and all public areas within the unit in a clean, safe, and sanitary condition.
- B. Upon termination of this License, the Student should leave the assigned units, its furnishings (when provided), and its equipment in as good an order and condition as upon commencement of the Student's occupancy, reasonable wear and tear excepted. University staff will complete an inventory of furnishings and an assessment of damages; charges will be assessed to the responsible individual(s). Personal property left in a room following the termination of occupancy will be deemed abandoned. Students will be charged for the removal of such property.
- C. The Student shall not damage the space or furnishings (including common areas), if such damage or loss does occur Student will be billed for repair or replacement costs

#### VII. METHOD OF PAYMENT

The room and board charges are billed by the Student Account's Office.

#### VIII. MEDICAL REPORT AND HEALTH INSURANCE

An immunization form certifying compliance with Commonwealth of Virginia immunization requirements is required for all students residing in University owned, operated, or leased housing.

#### IX. EXCLUSIONS

If for any reason occasioned by fire, strike, earthquake, accident, flood, riot, emergency, natural disaster, act of God, or any reason beyond the control of the University, the University has the right to cancel this License with no liability to itself except for contracted commitments due prior to the date of cancellation.

#### X. GOVERNING LAW

This License shall be governed by the laws of the Commonwealth of Virginia.

*Marymount University is an equal opportunity/affirmative action University and employer. Marymount University does not discriminate on the basis of race, floor, national origin, sex, age, disability, religion, sexual orientation, or other protected class in any of its educational programs or activities.*