

BOSTON UNIVERSITY GRADUATE RESIDENCE LICENSE AGREEMENT

1. **PARTIES AND PREMISES:** Trustees of Boston University (the "University" or "Boston University") hereby grants to a Boston University student (Last & First Name) ("Licensee"), a license to occupy the following premises (the "Premises"): Unit (___) at (___), (the "Building"), consisting of, and including the furnishings, if any. The premises shall be occupied only for residential purposes and only by Licensee and shall not be occupied by any other person.

2. **TERM:** The term of this License shall begin on (___) and end on (___), unless this License is earlier terminated or revoked as provided herein.

3. **LICENSE FEE:** In consideration for the License hereby granted, Licensee agrees to pay a fee of (___) (the "License Fee") to be paid monthly in advance, on the first day of each month during which this License is in effect. License Fee Payments shall be made through the Student Account [Payment Link](#) on the first of the month, and the only form of payment acceptable will be ACH. BU Housing may designate an alternate method of payment at any time by written notice to Licensee. If Licensee 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.

Applicant agrees to submit a Housing Guarantee Payment (HGP) in the amount of \$500 concurrently with the submittal of this Application. Applicant understands that the HGP is a nonrefundable administrative application fee payment that shall be applied as a pre-payment of the first month's License Fee and shall be nonrefundable except in the event the University receives more applications than the number of accommodations it has and cannot honor Applicant's Application.

4. **ELIGIBILITY:** Without limiting the terms and conditions of Section 6 and 7 of this license agreement, it is specifically understood and agreed that Licensee shall be ineligible to occupy the Premises pursuant to this license agreement in the event Licensee (a) officially withdraws from Boston University; (b) takes a formal leave of absence from Boston University; or (c) fails to complete settlement of the Licensee's account with the University in accordance with established policies and procedures. As used in the preceding sentence, "settlement" shall mean the University's Comptroller's Office has a record that the Licensee has settled the Licensee's account in accordance with University policies and procedures for the current and all past academic semesters falling partially or wholly within the term of this License. It is further specifically understood and agreed that the Licensee will not be permitted to terminate this license agreement upon graduation from Boston University in the event the Licensee's graduation date falls within the agreement term. The University reserves the right, in its sole discretion, to establish, change, or supplement the criteria for eligibility to be a Licensee of housing accommodations in the Building.

5. **DELIVERY OF PREMISES:** 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 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. If the University is not able to make the Premises available for occupancy by Licensee within thirty (30) days after the beginning of the term of this License, either the University or Licensee may then terminate this License by giving written notice to the other and any payment made under this License shall be refunded.

6. **REVOCATION/EVICTION:** The University may, at its election, revoke and terminate this License and require Licensee to vacate the Premises:

- 6.1 By giving seven (7) days written notice to vacate, (i) if Licensee fails, for any reason, to comply with any term or condition of this License, including, without limitation Licensee's obligation to pay the License Fee, or (ii) if Licensee is or becomes ineligible to be a licensee of premises in the Building under the terms and conditions of Section 4 above, or (iii) if the University, in its sole discretion, deems such revocation and termination necessary or advisable in the interests of health, safety, more prudent use of resources, or the efficient conduct of the graduate student residence program.
- 6.2 By giving twenty-four (24) hours written notice to vacate, if Licensee or Licensee's family, friends, relatives, invitees, visitors, or agents cause damage or imminent threat of damage to life, limb or property in or about the Building. Failure to comply with a notice to vacate, or to vacate the Premises at the expiration of the term of this License, may result in civil or criminal trespass charges being filed against Licensee.

In the event that this License is revoked in accordance with the terms hereof, the University shall have the unconditional right to take complete possession of the Premises, by any lawful means, without being guilty of any manner of trespass and without prejudice to any other remedies which may be available for non-payment of the License fees or other fees, or charges or damages hereunder or for breach of any of the terms or conditions of this License and also to take any other steps it deems necessary or advisable in the interest of the health and safety of other occupants of the Building and the administration of the graduate student residence program.

7. **ADDITIONAL REMEDIES:** In addition to all other rights and remedies afforded it under this License or applicable law, the University may withhold official transcripts, degrees, and diplomas from a student who fails to perform (or with respect to whom there is a failure to perform) the financial obligations of this License. It has been and remains the policy of the University that no student shall receive a diploma, degree, or any other official recognition of work completed until all amounts owed to Boston University, including all charges, fees, and amounts due for occupancy in University owned or operated residence halls, dormitories, or apartments, have been paid in full.

8. **CARE OF FURNISHINGS/APPLIANCES/PREMISES/CLEANLINESS:**

- 8.1 Licensee shall not paint, put nails or screws in, make holes in or otherwise change, alter or make any addition to the Premises or any other part of the Building without on each occasion obtaining prior written consent from BU Housing.

- 8.2 Licensee shall maintain the Premises in a clean condition. Licensee shall not, nor allow anyone else to, sweep, throw, shake or dispose of, from the Premises or from any doors, windows, balconies, porches or other parts of the Building, any dirt, waste, rubbish, or other substances or articles into any other parts of the Building or the adjacent land. Licensee agrees to secure all trash in a sealed bag and place in the receptacles provided by the University. No window draperies or any other window treatment may appear except those window treatments provided by the Lessor. No signs, flags, banners, advertisements, or other displays may be visible from the outside at any time.
- 8.3 Upon the termination or revocation of this License, Licensee shall remove all of Licensee's possessions from the Premises and shall deliver up the Premises to the University, and all property belonging to the University, in good clean order and condition, reasonable wear and tear expected. If, at such time, the entire Premises, including range, oven, refrigerator, bathroom, closets, furniture (if provided) and cabinets, are not clean, the University will clean the Premises at Licensee's expense.
- 8.4 The cost of any repair or cleaning or damage or loss to the residence facility will result in appropriate charges to the Licensee responsible for violating this policy. Licensees are prohibited from removing any furnishings from their accommodations.
9. **REPAIR AND MAINTENANCE:** Licensee shall, at all times during the Licensee's occupancy of the Premises, keep and maintain the Premises, and all equipment and furnishings therein, in such good repair, order and condition as they are at the beginning of the term of this License, except only for reasonable wear and tear. Licensee shall reimburse the University upon demand for the reasonable cost of repair or replacement of any damage or loss to the Premises or Building resulting from Licensee's failure to perform Licensee's obligations to keep and maintain the Premises or Building resulting from the carelessness, neglect or improper conduct of Licensee or of Licensee's family, friends, relatives, invitees, visitors, or agents or from Licensee's breach of any provision of this License. The Licensee shall remove all trash and garbage from the licensed premises in sealed bags and dispose of such in the receptacles provided by the University. The University may change such disposal procedures upon written notice to the Licensee. The University shall make such repairs to the Building, the Premises or the equipment located therein as it deems necessary. In the event of a facilities related emergency the Licensee must contact [Facilities Management & Operations](#) promptly.
10. **EXTERMINATION:** Licensee shall cooperate fully with the University's extermination program for the Building and the Premises. Without limiting the general application of the foregoing, Licensee agrees to take all reasonable actions requested by exterminators hired by the University to prepare the Premises for extermination, including without limitation removing all items from shelves and cabinets, giving such exterminator access to the Premises and vacating the Premises during the extermination process. The failure to comply with the requirements of this section 13 shall entitle the University, without limitation, to terminate the License pursuant to Section 8, above.
11. **UTILITIES:** The University shall furnish heat, water, electricity, wireless internet, and/or gas utilities, all in accordance with applicable law, except in the case of accident, or restriction by government regulations, or during necessary repairs and except for causes beyond the University's control. Licensee is responsible for all other utilities. Subject to applicable law, if any, the failure of the University to provide any of the foregoing items to any specific degree, quantity, quality, or character shall not form the basis of any claim for damages against the University. The University shall not furnish telephone service. Licensee shall not allow the heat, water, electricity or gas to be wasted. Licensee shall not allow any utilities included in the License Fee to be wasted.
12. **GOVERNMENTAL REGULATION:** Subject to applicable law, if any, Licensee's obligations under this License, including the obligation to pay the License Fee, shall not be affected or excused because the University is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repair, addition, alteration or decoration, or is unable to supply or is delayed in supplying any equipment or fixtures, if the University is prevented or delayed from so doing because of any law or governmental action, order, rule or regulation, any act of God, or any other cause beyond the University's reasonable control.
13. **PLUMBING:** The toilets, sinks, bathtubs, showers, waste pipes and drains shall not be used for any purposes other than those for which they were constructed and designed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into them. Licensees are prohibited from tampering with, or making adjustments to, plumbing fixtures in the residences (e.g. installation of bidet). Any damage caused by the misuse of such equipment shall be repaired at the expense of the Licensee by whom or upon whose premises it shall have been caused.
14. **INSURANCE:** Licensee understands and agrees that it shall be Licensee's own obligation to insure their personal property. The Licensee agrees that the University has no obligation to provide insurance for personal property placed by the Licensee on the Premises.
15. **HALLS:** No garbage, trash, or other receptacles, vehicles, bicycles, baby carriages, toys or other articles or obstructions shall be placed in the halls or other common areas or passageways of the Building or outside the Building.
16. **APPLIANCES:** High load appliances such as air conditioners, electric or automatic washing machines, or other like equipment shall not be permitted in or about the Premises. No exterior television antennas or satellite dishes shall be permitted.
17. **DISTURBANCE:** Licensee shall not make nor permit Licensee's family, friends, relatives, invitees, visitors, or agents, to make any disturbing noise or other nuisance in or about the interior or exterior of Building that will interfere with the rights, comforts or convenience of other occupants of the Building. Licensee shall not allow children to be left unsupervised in the premises or in any common areas of the Building, including halls, stairways, playroom, laundry room or other interior or exterior public areas in or about the Building.
18. **UNIVERSITY REGULATIONS:** Licensee agrees to abide by the policies, procedures, rules and regulations which may be established by the University from time to time to protect the safety, care, cleanliness, and orderly conduct of and in the premises and the Building. Licensee shall also abide by all other policies and procedures formulated by the University from time to time, including without limitation all academic and conduct rules, regulations and codes. Violations may subject Licensee to disciplinary action, which may include expulsion from the University, and/or the refusal by the University to accept future housing applications from Licensee, and/or revocation of this License. The University shall use its best efforts to enforce these regulations, but, in no event, provided it has acted in good faith, shall it be held liable to a licensee, licensee's family, friends, relatives, invitees, visitors, or agents, or guarantor, for any failure to effectuate these regulations.
19. **IMPROPER USE:** Licensee shall not make or allow any unlawful, improper, noisy or offensive use of the Premises or the Building, nor permit any nuisance therein, not make any use whatever of the Premises other than as and for a private residence.
20. **KEYS, SWIPE ACCESS CARDS, AND LOCKS:** Licensee shall not add, change, alter or replace any locks. One building door key, Swipe access card, (if applicable) key to the Premises and one mailbox key (if different than key to the premise) are issued under this License. Licensee must return all such keys to the designated Residence Life Office when Licensee vacates the Premises. Licensee shall pay for a lock change for keys that are lost,

stolen or misplaced. If Licensee fails to return any keys within twenty-four (24) hours after unit is vacated, the University will change any locks involved, at Licensee's expense.

21. LOSS OR DAMAGE: Subject to the provisions of applicable law, the University shall not be liable for loss to the personal property of Licensee, or Licensee's family, friends, relatives, invitees, visitors, or agents by fire, theft or any other cause, whether such loss or damage occurs on the Premises or in the Building. It shall be Licensee's obligation to insure Licensee's personal property.

22. LIABILITY: Licensee shall assume exclusive control of the Premises occupied under this License and shall assume all liability incident to control of the Premises. Licensee shall indemnify and save the University harmless from all loss, damage or liability to any person arising from any nuisance made or suffered on the Premises, or in or around the Building by Licensee, or Licensee's family, friends, relatives, invitees, visitors, or agents or from any carelessness, neglect or improper conduct of Licensee or any of such persons. Subject to the provisions of applicable law, the University shall not be liable for personal injury, damage, or loss of property of any kind.

23. FIRE, CASUALTY OR EMINENT DOMAIN: Should the Premises or the Building be damaged by fire or other casualty, or be taken by eminent domain, the University may elect to revoke this license. When such fire, casualty or taking renders the premises unsuitable for their intended use, the Licensee fee described above shall be equitably abated.

24. PARKING: There is no parking available to Licensee pursuant to this License. Parking permits on a fee basis may be arranged with the University's Office of Parking and Transportation Services, 1019 Commonwealth Avenue, Boston, 02215.

25. PETS: Animals and pets of any kind (other than service animals, and approved emotional support animals, which are approved by the University Office of Disability & Access Services) are prohibited to be on Premises or in the Building.

26. FIREARMS: Firearms of any type or other dangerous weapons are prohibited in the Premises.

27. WATER BEDS: Water beds, water furniture and the like are prohibited in the Premises.

28. FIRE PREVENTION: Space heaters, halogen lamps, candles, incense, Hoover boards, or any other open flame devices are prohibited in the Premises. Gas, electric, or charcoal grills are not permitted on balconies or near the Building.

29. DRUGS/ILLEGAL USE OF PREMISES: The University without exception, supports all state and federal laws regarding the use and possession of illegal drugs. Their use or possession and any other illegal activity, in the premises or in or about the Building is prohibited. Violators will be subject to University disciplinary action as well as criminal prosecution under the law, in addition to revocation of this license. Notwithstanding the foregoing, Licensees must abide by all the policies, procedures, rules, regulations, and codes established by the University. These terms and conditions include, but are not limited to, all academic, nonacademic, residential, and conduct policies set forth in the Code of Student Responsibilities, the [Boston University Lifebook](#). The Licensee agrees to be responsible for reading and knowing all such materials and revisions, and abide by their contents.

30. SMOKING: Smoking is prohibited in the entire building in which the leased premises are located, including any common areas. There is no smoking on balconies or within 25 feet of the Building.

31. SOLICITATION: Solicitation, sale or promotion of any goods or services by any person or company is not allowed on the Premises or in the Building.

31.1 Licensee agrees that it shall not use the licensed premises or any part thereof for the operation of a daycare or babysitting operation, or any operation whereby any minors other than the natural or adopted children of the Licensee are cared for or left in charge of Licensee or any other person.

32. RIGHT OF ENTER: The University may enter upon the Premises at any time, if possible with notice, to inspect, to show the premises to prospective purchasers, licensees, occupant and mortgagees, to make necessary repairs or conduct normal maintenance, if the Premises appear to be abandoned by Licensee, and as otherwise permitted by Law. The City of Boston Inspectional Services and University have the right to enter for routine inspections of the Premises. Licensee cannot refuse entry for Inspectional Services to conduct these routine inspections during stipulated dates and times which will be provided with reasonable notice.

33. ASSIGNMENT, OR TRANSFER: This License may not be assigned or transferred without the written approval of BU Housing. The Premises, or any part thereof, may not be occupied by any person, other than those specified above, or any children born to Licensee while this License is in effect, without prior written approval of BU Housing in each case. Licensee shall remain liable for the performance of all the terms and conditions of this License in the event of any assignment or transfer.

34. NOTICE TO LICENSEE: Written notice from the University to Licensee shall be deemed to have been properly given if mailed by first class, registered or certified mail to Licensee at the Premises, or if emailed to Tenant's Boston University email address, or if delivered or left at the Premises, whether actually received or not.

35. ABANDONED PROPERTY: Subject to provisions of applicable law, the University reserves the right without further notice or liability to sell or otherwise dispose of any personal property belonging to or used by Licensee which remains or is found in the Premises, storage rooms or elsewhere after the termination or revocation of the License. Any moving, storage or the charges incurred by the University in connection with such personal property shall be paid or reimbursed by Licensee.

36. EXTENT OF OBLIGATIONS: Licensee shall be responsible for the conduct of Licensee's family, friends, relatives, invitees, visitors, or agents while in or about the Building, and any breach of any applicable provision of this License by such persons shall be deemed to be a breach by Licensee.

37. WAIVER: The waiver of one breach of any term or condition of the License shall not be considered to be a waiver of such term or condition or of any other term or condition, or any subsequent breach of any term or condition.

38. SEPARABILITY CLAUSE: If any provision of this License, or any portion of such provision, of the application thereof to any person or circumstance, should be held invalid, the remainder of the License (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

39. NON-SURRENDER: Neither the vacating of the Premises by Licensee nor delivery of keys to the University shall be deemed a surrender by Licensee

or an acceptance of surrender of the Premises by the University, unless so stipulated in writing by BU Housing.

40. ATTACHED FORMS: All forms attached to this License are incorporated herein by reference.

41. LICENSE ONLY: It is expressly understood that this License constitutes only a License to occupy the Premises.

42. CORONAVIRUS REQUIREMENTS: The University has promulgated and established directives, rules, and regulations in a systematic effort to reduce the risk of the spread of the 2019 novel coronavirus and variants ("COVID-19") in residential property owned by the University (collectively, the "COVID-19 Requirements"). Licensee agrees to comply with all COVID-19 Requirements applicable to Licensee, including but not limited to requirements for COVID-19 testing, symptom reporting, physical distancing, limitations on mass gatherings, wearing a face covering, contact tracing, disinfection protocols, limitations on guests within the Premises and University residential buildings, and quarantine / isolation requirements. The University's COVID-19 requirements will be posted at Back2BU (<https://www.bu.edu/back2bu/>) and may be updated as needed by the University. Licensee's adherence to the COVID-19 Requirements extends to all aspects of residential life, including apartments, bedrooms, bathrooms, and common spaces. Licensee understands and agrees that while the University is working to reduce the risk of COVID-19 transmission, it cannot guarantee that the requirements it puts in place will entirely prevent the spread of COVID-19 among occupants of residential housing, including but not limited to students, faculty, and staff. Licensee expressly understands and agrees that other occupants of the Building may be infected with COVID-19 and/or may be quarantining or self-isolating in a unit within the Premises. Licensee agrees that the presence of individuals quarantining or self-isolating in the Building shall not constitute a termination of this License, constructive eviction, or breach of any covenant of quiet enjoyment or warranty of habitability, express or implied. In the event Licensee is required to quarantine or self-isolate due to COVID-19, Licensee shall have the option to temporarily vacate the Premises to quarantine or self-isolate in alternative housing arrangements provided by the University for such period of quarantine or self-isolation. Licensee agrees that such voluntary vacation of the Premises shall not constitute a termination of this License, constructive eviction, or breach of any covenant of quiet enjoyment or warranty of habitability, express or implied.

43. LEAD PAINT CERTIFICATION: Pursuant to the Massachusetts Lead Law, all applicable information regarding lead paint, including, Tenant Lead Law Notification, Lead Inspection Report, Letter of Compliance, Risk Assessment Report, and Letter of Interim Control, shall be provided to Licensee separately.

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint. The Tenant Lead Law Notification is also available from the Childhood Lead Poisoning Prevention Program in the following languages: Cambodian, Chinese, Haitian Creole, Laotian, Portuguese, Spanish, and Vietnamese. The Massachusetts Department of Public Health's Childhood Lead Poisoning Prevention Program (CLPPP) has additional information on a full range of topics related to lead poisoning prevention, tenants' and owners' rights and responsibilities under the Lead Law and Regulations, financial assistance for owners, and safe deleading and renovation work. CLPPP can be reached at 1-800-532-9571. More information is also available from the local lead poisoning prevention program, or the local Board of Health.

IN WITNESS WHEREOF, the parties hereto have set their hands jointly and severally to duplicate copies of this License as of this Month/date/year; and Licensee states under the pains and penalties of perjury that Licensee is over the age of 18 years.

LICENSOR
TRUSTEES OF BOSTON UNIVERSITY

LICENSEE

by:

Signature

Signatory

Printed/Typed Name of Signature

Printed/Typed Name of Signature

Title of Signature

School or College

SUBJECT TO APPLICABLE LAW, THE UNIVERSITY WILL PROVIDE INSURANCE FOR UP TO \$750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF LICENSEE IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.