

SHORT-TERM SUMMER RESIDENCE LICENSE AGREEMENT

This Short-Term Residence License Agreement (this "License") is entered into by and between Trustees of Boston University (the "University") and the individual (referred to herein as the "Licensee") referenced in that certain set of residential registration documentation (the "Residence Agreement") entered into by and between the University and the Licensee. This License shall be dated as of the same date as the Residence Agreement. This License is with respect to the short-term license of the individual residential room (referred to herein as the "Room") within the building (referred to herein as the "Building") as each are defined and described in the Residence Agreement. The Room and the Building may be referred to herein collectively as the "Premises".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University and the Licensee agree as follows:

1. **LICENSE OF ROOM; TERM:** The University hereby licenses to the Licensee, and the Licensee hereby accepts from the University, the Room for the term as set forth in the Residence Agreement (the "Term"). The University, in its sole discretion, reserves the right to revoke and terminate this License at any time for any reason set forth or referred to in this License.
2. **USE:** Licensee shall use the Room solely for residential purposes. Solicitation, sale, or promotion of any goods or services by any person or company is prohibited within residence facilities, including but not limited to the Building, except the prior consent in writing of the University, which consent may be withheld in the University's sole discretion. Without limiting the foregoing, Licensee is not permitted to use any University mail facilities for the purpose of conducting a business.
3. **ELIGIBILITY:** In order to be eligible to License the Room, the Licensee must meet all of the following criteria as of the date of the Residence Agreement and throughout the entirety of the Term: (a) Licensee must be at least 18 years of Age; (b) Licensee must provide the University with documentation of an internship, residency, fellowship, or research appointment; and (c) Licensee may not be enrolled at the University. The University may, in its sole discretion, terminate this License at any time after the University becomes aware that Licensee does not meet the criteria set forth in this Section 3. Licensee is prohibited from assigning or sub-licensing the Room in whole or in part without first obtaining on each occasion the prior consent in writing of the University, which consent may be withheld in the University's sole discretion. Any attempted assignment or delegation without the prior written consent of the University shall be void and shall constitute a breach of this License. Nothing contained herein shall be interpreted as providing Licensee with a right to terminate this License on the basis of loss of eligibility.
4. **LICENSE FEE:** The license fee for use and occupancy of the Premises shall be as set forth in the Residence Agreement (the "License Fee").
5. **UTILITIES:** The License Fee shall be inclusive of electricity, water and sewer, internet, any and all applicable taxes, gas (if applicable) and heating oil (if applicable). The University shall not be responsible for any delay or non-delivery of utilities or other services to residence facilities, including but not limited to the Room and the Building, that are beyond the University's control.
6. **CARE OF THE PREMISES:** Licensee shall not paint, decorate, or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the Premises without the prior written consent of Landlord, which consent may be withheld in the University's sole discretion. Licensee shall maintain the Room in a clean condition and shall not make nor suffer any strip or waste to the Premises, nor suffer the heat or water to be wasted. At the termination of the Term, Licensee shall deliver up the Premises and all property belonging to the University in good, clean, and tenantable order and condition, reasonable wear and tear and fire and other unavoidable casualties excepted, in accordance with the housing check-out procedures set forth in Section 8 below.
7. **REASSIGNMENT OR TERMINATION OF RESIDENCE PRIVILEGES:** The University may reassign Licensee to a different accommodation, to a temporary accommodation, or increase or decrease the number of licensee's assigned to any residence accommodation if the University, in its sole discretion, deems such reassignment necessary or advisable. Reassignment may occur as a sanction for Licensee's failure to comply with any rule/regulation, in the interests of health or safety, for the more prudent use of resources, or for efficient administration of the University's residential system. In situations where the Licensee or the Licensee's guest causes damage or injury or imminent threat of damage or injury to life, health, safety, or property in or about a residence facility, including but not limited to the Premises, the University may immediately terminate this License and expel the Licensee from the residential system (including but not limited to the Premises), or take any other steps it deems necessary. Without limiting the foregoing, or anything contained in Section 15 below, the University may terminate this License and require the Licensee to vacate the Premises, in the sole discretion of Licensee only, by giving ten (10) days written notice to vacate for any of the following reasons:
 - A. If the Licensee is or becomes ineligible to be a Licensee.

- B. If the Licensee fails, for any reason, to comply with any provision of this License, or any rule/regulation established at any time by the University.
- C. If the University, in its sole discretion, deems such termination necessary or advisable.

In the event that this License is terminated, the University shall have the unconditional right to take complete possession of the Room, by any lawful means, without being guilty of any manner of trespass and without prejudice to any other remedies. Failure to comply with a notice to vacate may result in civil or criminal trespass charges being filed against the Licensee.

8. HOUSING CHECK-OUT PROCEDURES: Licensee must complete the following checkout procedures upon the expiration of the Term; failure by the Licensee to complete these checkout procedures may result in additional charges being assessed:

- A. Licensee must complete all checkout procedures required by the University's Office of Events & Conferences.
- B. The Licensee's belongings must be completely removed from the Premises.
- C. The Room must be left in clean and habitable condition.
- D. All keys and IDs provided to Licensee with respect to the Premises must be returned by the Licensee to the University's Office of Events and Conferences.

9. RULES, REGULATIONS AND CONDUCT:

- A. Licensee must comply with the terms and conditions set forth in this License and abide by all the policies, procedures, rules, regulations, and codes established by the University in the interests of health, safety, the proper conduct of Licensees, and the orderly and efficient operation and administration of the University's residential system. 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 BU Lifebook (which may be accessed at <https://www.bu.edu/dos/policies/lifebook/>), the official BU Housing website, and the regulations and policies attached hereto as **Exhibit A**. The University's alcohol and drug policies are detailed in the BU Lifebook. The Licensee agrees to be responsible for reading and knowing all such materials and revisions and abide by their contents. Licensee shall also, at its own expense, comply with all municipal, state and federal laws, ordinances, rules, and regulations. Licensee shall pay any fines or penalties assessed for failure to comply with such laws, ordinances, rules, or regulations, and shall pay any expenses, legal or otherwise, incurred by the University due to Licensee's failure to so comply.
- B. Licensee must respect the rights of other licensees and occupants of the Building. Neither Licensee nor any person for whom Licensee is legally responsible shall cause or produce any unusual, noxious or objectionable smoke, gas, vapor or odor; use any part of the Premises for lodging or sleeping other than the Room; overload any floor, ceiling, wall or fixture therein; remove, replace or install any locks; perform any act or thing on University property which might invalidate any insurance policies carried by University; commit any nuisance; interfere with the effectiveness or accessibility of building mechanical systems (including lines, pipes, wires, conduits, and equipment), concession stands, public areas, streets and sidewalks; use the Premises for unlawful or immoral purposes or in any manner as to injure persons or property; or do any act or suffer any act to be done which will in any way mar, deface or injure any University property. The Building will be reasonably quiet at all times, and specific quiet hours will be in effect as established by the University. Licensee shall not make or permit their guest(s) (as permitted herein) to make any disturbing noise or other nuisance in or about the interior or exterior of the Building facility that will interfere with the rights or well-being of others.
- C. Licensee is prohibited from engaging in conduct in or about the Building and/or any property of the University that poses a threat to the health or safety of persons or property, that interferes with the rights or well-being of others, or that violates any provision of this License, or any rule/regulation of the University or any applicable law.
- D. The privilege of having guests (guests shall in all instances include family, friends, or relatives as well as unrelated people) in the Building or in the Room is subject to all University policies. The University's guest policy is detailed in Exhibit A. Licensees are expected to know and to comply with all procedures and restrictions applicable to the Building. Licensee shall be responsible for the conduct of their guest(s), who must also respect and comply with all rules/regulations while in or about the Building. Any violation by any such guest(s) shall be deemed to be a violation of this License by the Licensee.
If Licensee fails to comply with the rules/regulations, or whose guest(s) impose upon the rights or well-being of others, shall be subject to loss of guest privileges, and to other disciplinary sanctions. Guests whose actions are, or whose presence in the Building is in violation of the rules/regulations of the University will be considered trespassers and escorted from campus. The University reserves the right to adjust the guest policy at any time.
- E. Licensee is prohibited from tampering with, or making adjustments to, plumbing fixtures in the Building. This includes but is not limited to the installation and use of bidets.
- F. Licensee is prohibited from activating, without reasonable cause, fire- alarm systems, thereby producing false alarms, or damaging any fire- safety equipment or discharging or tampering with fire-safety equipment without a fire or the reasonable threat of a fire being present.

- G. Prohibited items include, but are not limited to the following: animals and pets of any kind (other than service animals and approved emotional support animals, which are permitted in University facilities for persons with documented disabilities pursuant to applicable law), heating and food preparation appliances (other than University rental program MicroFridge@units and hot-air popcorn poppers, if applicable), refrigerators whose capacity is in excess of four (4) cubic feet, cinder blocks, waterbeds, gasoline- or electric-powered vehicles, electric blankets, air conditioners, torchiere-style halogen lamps, and ultraviolet tanning lamps; except that in apartment-style accommodations, refrigerators and food preparation appliances, as installed by BU Housing, shall be permitted. The BU Lifebook contains the complete list of prohibited items, which shall be updated as needed at the University's sole discretion.

10. LOSS OR DAMAGE:

- A. The University's insurance program is limited to coverage of University-owned property. Licensee is encouraged to obtain/carry adequate personal property insurance. Subject to the provisions of applicable law, the University shall not be liable directly or indirectly for personal injury, loss, and/or damage to personal property of a Licensee, Licensee's legal guardian, or guest caused by fire, theft, or any other cause, whether such personal injury, loss, or damage occurs in a residence facility or elsewhere on or off the University campus. The Licensee expressly authorizes the University to receive and sign for all personal property and goods delivered to the Licensee's residence accommodation or facility.
- B. Licensee shall indemnify and hold the University harmless from all loss, damage, or liability to any person arising from any nuisance made or suffered in or around the University property, including but not limited to the Premises, by the Licensee or Licensee's guest(s), or from any carelessness, negligence, or improper conduct of Licensee or such guest.

11. PREMISES CONDITION:

- A. Licensee acknowledges that it has inspected or been afforded an opportunity to inspect the Room, and that the Room is made available under this License to Licensee in "as is" condition.
- B. Licensee is responsible for the care of University property in the Room and, as determined by the University, in the common areas of the Building. Licensee may not paint, put nails or screws in, make holes in, or otherwise alter or damage the Room or any other part of the Premises without on each occasion obtaining prior written consent from the University. The cost of any repair or cleaning or damage or loss to the Premises will result in appropriate charges to the Licensee. Licensee is prohibited from removing any furnishings from the Room or the Premises.
- C. Within 15 days of taking occupancy of the Room, Licensee is required to verify and electronically sign a Room Condition Report as provided by the University. If the Licensee fails to sign this form, the University will assume an initial level of "good condition" for the furnishings and equipment. Licensee may be responsible for a prorated assessment in the event of damage or loss to the Room or to common areas of the Building if the damage or loss is reasonably determined by the University to have been caused by carelessness, negligence, or improper conduct by Licensee, or their guest(s) but cannot be attributed to specific individuals.
- D. Licensee shall be responsible for keeping the Room, including all the furnishings and equipment, clean and safe, and for maintaining the cleanliness and order of public areas and lavatories. Licensee is prohibited from placing any garbage or trash or other receptacles, vehicles, bicycles, or other articles in the halls or other common areas or passageways of the Building. The University reserves the right, at the expense of the Licensee, to remove personal property stored or placed in common areas in violation of this License. Such property shall be deemed to have been abandoned and shall not be returned to a claimant without satisfactory proof of ownership and payment of all expenses for removal and storage.
- E. The University provides guard rails on many of the University's lofted or bunked beds, and Licensee should not remove these guard rails. If Licensee removes any guard rails, Licensee does so at their own risk. The University prohibits self-constructed lofts in campus residences.
- F. Licensee may not remove windows or screens or throw objects from windows, fire escapes, doors, or other exterior parts of the Premises. Licensee may post or hang signs, posters, banners, and the like on the walls of, or in, the Room only as permitted by University policy.
- G. Licensee is prohibited from removing, changing, installing, or replacing any locks in the Premises, including but not limited to the Room. It is prohibited to duplicate keys to any University residence accommodation or facility.

- 12. LICENSEE'S PROPERTY: All merchandise, property, and effects of Licensee and of all persons claiming through or under Licensee which may be on University property during the period of Licensee's use of the Room pursuant to this License shall be at the sole risk and hazard of Licensee. The University shall not be responsible for any damage to or loss or theft of such property unless and to the extent caused by the willful misconduct of the University or its employees or agents.

13. **ROOM INSPECTIONS AND UNIVERSITY ENTRY:** The University reserves the right for its designees to enter and inspect the Room in the interests of the health, safety, and proper conduct of the Licensee, or the orderly and efficient administration and operation of the residential system, or to maintain or repair any portion of the Premises. Entry may be made at any time, whether or not the Licensee is present, and without prior notice to the Licensee, if emergency, health, or safety circumstances warrant such entry, or if there are reasonable grounds to believe that any substance, material, or item is being kept, or used on the premises in any manner prohibited by law, by this License, or by the rules/regulations of the University. Any such substance or item may be impounded by the University's representatives without prior notice. Any necessary cost of such removal shall be the responsibility of the Licensee who introduced the prohibited substance or item. Entry may also be made without prior notice, during normal hours, for the purpose of conducting nonemergency inspections and repairs or for the purpose of showing any portion of the Premises.
14. **PHOTOGRAPHY RELEASE:** The Licensee grants to the University permission to: (a) record Licensee's appearance on videotape, audiotape, film, photograph or any other medium, whether now known or hereafter conceived or created (collectively, "Recordings"); (b) use Licensee's name, likeness, voice and biographical material in connection with such Recordings; (c) exhibit or distribute such Recordings in whole or in part without restrictions or limitations for any legal purpose, including without limitation educational or promotional purposes, which the University and those acting pursuant to its authority deem appropriate; and (d) copyright such Recordings in its own name or to publish, to market and to license or assign rights in such Recordings without consideration, compensation, accounting or report to Licensee.
15. **BREACH OF LICENSE BY LICENSEE:** In the event of a breach by Licensee of any term or condition of this License, including, without limitation, a failure to pay any sum of money when due, the University may, by notice to Licensee, declare this License terminated, enter into possession of all parts of the Room, retain all sums of money previously received by the University under this License, recover any sums of money then or thereafter due under the terms hereof and, in addition thereto, be entitled to any other damages or remedies at law or in equity. In the event of such breach, Licensee shall immediately vacate the Room, and any property of Licensee may be removed by the University from the Premises, by force or otherwise.
16. **BREACH OF LICENSE BY THE UNIVERSITY:** In the event of a breach by the University of its obligations under this License, the liability of the University shall be limited to repayment of the amount of any sums of money paid by Licensee or a pro-rated portion thereof.
17. **INTERVENING EVENTS; CHANGED CIRCUMSTANCES:** The University shall not be liable in the event that Licensee is prevented, interrupted or delayed in its use of the Room or the Premises due to acts of God, storm, fire, flood, earthquake, roof-collapse, labor disturbances (including, without limitation, strikes, boycotts and lockouts), war, civil commotion, terrorist act, governmental order, rule or regulation, disruption of electrical or other utility service, lack of usual means of transportation, epidemic or pandemic, or any other cause or contingency beyond the control of the University.
18. **WAIVER:** The waiver of or breach of any condition of this License shall not be considered to be a waiver of any other condition. If any condition of this License should be held invalid, the remainder of this License shall be valid and enforceable.
19. **CASUALTY AND EMINENT DOMAIN:** In case the Premises, or any part thereof during the Term, is (a) destroyed or damaged by fire or other unavoidable casualty, so that the same shall be thereby rendered unfit for use and habitation, or (b) taken for any purpose by exercise of the power of eminent domain or condemnation, then and in any such case, (i) the University or Licensee may terminate this License by giving written notice to the other and the University shall refund the License Fee, or a just and proportional part thereof, to Licensee, or (ii) if neither party terminates this License, the License Fee or a just and proportional part thereof, according to the nature and extent of the injuries sustained, shall be refunded to Licensee until the Premises shall have been put in proper condition by Landlord for use and habitation by Licensee.
20. **TIME OF THE ESSENCE:** Time shall be of the essence of this License. Without limiting the generality of the foregoing, the period of Licensee's use of the Room pursuant to this License shall not be extended for the installation or removal of equipment or other property or for any other purpose, without the written permission of the University, and Licensee shall vacate the Room immediately upon the expiration of said period.
21. **MISCELLANEOUS:** This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts irrespective of the conflict of laws principles of Massachusetts or any other jurisdiction and shall not be modified except by a written instrument signed by the parties hereto. This License, collectively with the Residence Agreement, contains the entire understanding between the parties with respect to Licensee's use of the Room. The parties hereby submit to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts for the resolution of any disputes relating to this License. This License is for the limited purposes set forth herein and shall in no event be construed to establish a partnership, joint venture, or any other relation between the parties other than owner-licensee. Captions in this License are provided for the convenience of the parties and shall not be used in interpreting the content of any paragraph contained herein.

EXHIBIT A

RESIDENCE HALL REGULATIONS AND POLICIES

1. Check-In begins at 3:00pm and Check-Out is by 10:00am on your scheduled arrival and departure dates.
2. A room key and an ID will be provided at check-in. Licensee is liable for a one hundred fifty (\$150) dollar charge per key and a twenty-five (\$25) dollar charge per ID lost during residency and/or not returned upon check-out. Licensee must present the ID card to enter a residence hall or at any time during residency if requested by University personnel.
3. Boston University grants residents the privilege of hosting guests in the student residences. In addition, a resident's ability to host guests is a courtesy extended by a roommate(s). A foundation of this guest policy is that guests are only permitted with the consent of a resident's roommate(s). Residents are expected to communicate with each other to work out arrangements for guests within a shared apartment. Events & Conferences and Residence Life are available to assist residents who may require support or guidance in working with a roommate about the presence of guests in their shared accommodations, and especially in cases where a roommate displays a lack of consideration for others or abuses the privilege of hosting guests.

Residents must accompany their guests at all times. All guests must be 18 years of age or older. A resident may have no more than three (3) guests at a time, and guests may stay in the apartment no more than three consecutive nights.

Guests are expected to respect and comply with all rules and regulations while in or around the residences. At all times, residents are responsible for the conduct and activity of their guests, including any damage caused to University property and violations of policies for student residences.

All guests are required to provide a valid government or state-issued form of identification to be signed into a residence.

For 10 Buick Street and 33 Harry Agganis Way –

- Residents must obtain verbal authorization from all other students within the apartment to host an overnight guest. A resident must meet guest(s) in the lobby. The resident hosting the guest(s) must scan their Terrier Card at the security station, and the guest must leave a photo identification card with the residential safety officer. Guests are permitted within the residence at any time, as long as they are accompanied by a building resident.

For all other apartment-style residences –

- Residents must obtain verbal authorization from all other students within the apartment to host an overnight guest. A resident must meet the guest(s) in the building's vestibule and escort them into the building. Guests are permitted within the residence at any time, as long as they are accompanied by a building resident.

4. Courtesy quiet hours are between 10pm and 8am in all residence halls.
5. Licensee must respect the property, equipment, and facilities of the University as well as the property of other Licensees; refrain from actions that endanger the health, safety, or welfare of any member of the University community or its visitors and comply with the normative standards, rules, and regulations of the University as well as with federal, state, and local laws. Failure to abide by these terms can result in removal from University housing. Moving furniture, including mattresses, from apartments or bedrooms is strictly prohibited.
6. It is unlawful to smoke in ALL areas of the residence hall including the bedrooms. Smoking in close proximity to the entrances of the residence halls is also prohibited.
7. The legal drinking age in Massachusetts is 21 years old. Consuming alcohol in common areas of the residence hall is strictly prohibited. Licensees of legal drinking age are allowed to bring in 72 ounces of beer and one liter of any other alcoholic beverage for consumption in their suite. Kegs, cases, and other large quantities of alcoholic beverages are not permitted. Visitors, regardless of age, may not bring any alcoholic beverages into the residence hall. The University reserves the right to conduct inspections to enforce its policies and to confiscate any beverages violating this policy. If abused, this privilege can be revoked.

8. You must notify the building supervisor if a medical condition requires use and disposal of needles or other infectious waste. Staff will assist you in finding out the approved method for disposal of these materials. Failure to dispose of infectious waste legally may result in sanctions as dictated by federal and state law.
9. Internet access via Boston University's campus network is available to Licensees. By connecting to the campus network, Licensee agrees to abide by the University's Conditions of Use and Policy on Computing Ethics (www.bu.edu/computing/policies/ethics.html) and the provisions of the Digital Millennium Copyright Act (DMCA), which makes unauthorized downloading, uploading, or possession of copyrighted material illegal. Illegal downloading or sharing of copyrighted material through the campus network is strictly prohibited. The University reserves the right to terminate Licensee's access to the network, quarantine their computers, and provide names and contact information to local and federal law enforcement agencies if a Licensee is found to be in violation of the DMCA.
10. Specifically prohibited from residential facilities are the following: candles and incense, animals and pets of any kind (with the exception of service dogs), heating and food preparation appliances, and electric blankets. Prohibited actions include but are not limited to: removal of windows or the screens and the throwing or hanging of objects from windows or fire escapes. Any individual who without reasonable cause activates a fire alarm system, thereby producing a false alarm, or who damages any fire safety equipment or who discharges or tampers with equipment without fire present shall be expelled from University property and will be subject to criminal prosecution. Firearms, fireworks, explosives, chemicals and other dangerous substances, articles and weapons are strictly prohibited in or around the residential facility and anywhere else on the University campus.
11. Interns and their guests are required to abide by all policies established by the University while on campus. See the Code of Student Responsibilities in the BU Lifebook at <https://www.bu.edu/dos/policies/lifebook/> for a full list of policies. Interns are responsible for knowing all such materials.