

**HOWARD UNIVERSITY RESIDENCE HALL LICENSE AGREEMENT
2018 - 2019**

PARTIES

This Residence Hall License Agreement (“License”) is entered into between The Howard University (the “University”), and the individual whose name corresponds with the University ID number used as the log in for BisonWeb, hereinafter called “Student”.

In consideration for the right to occupy an assigned space in a room within the Residence Hall identified in the “Housing” section of BisonWeb for student lodging purposes for the Academic Period (as described by the University Academic Calendar), Student hereby agrees to make payments to the University in accordance with the fee schedule set forth in the current University Academic Calendar. Student understands and agrees that this License is for space in the Residence Hall and not for a specific room in the Residence Hall, and is for the sole purpose of providing the Student with lodging for study and living purposes. Student agrees to comply with all provisions of this License, inclusive of Part I (Terms and Conditions) and Part II (Regulations), and the University’s Residence Hall Handbook, the University’s Code of Student Conduct which may be viewed at www.howard.edu/policy/academic/codeofconduct.htm, any applicable rules and regulations applicable to the assigned space in a room, and all other University policies and procedures, as any of the same may be created and/or modified in the University’s sole and absolute discretion (collectively, the “University’s Policies and Procedures”).

Residence Hall charges will appear on Student’s bill for each semester or Academic Period and shall be due and payable on or before the designated start date of each semester as established by the University’s Academic Calendar.

IN WITNESS WHEREOF, the parties hereto have duly executed this Residence Hall License Agreement, inclusive of Parts I and II hereof. By checking the agreement box below, Student acknowledges that he/she has read, understands, and agrees to abide by the provisions of this License and the University’s Policies and Procedures.

HOWARD UNIVERSITY:

STUDENT:

By: _____

*****Students under the age of 18 must have a parent or guardian signature*****

Print Name (Parent/Guardian)

Signature

Date

PART I - TERMS AND CONDITIONS

The Terms and Conditions section is part of the Residence Hall License Agreement (License). Acceptance and agreement to abide by the Terms and Conditions set forth below (and as may be subsequently amended) is acknowledged by Student through the completion and execution of this License. References herein to “you” or “your” shall mean the Student, unless the context clearly indicates otherwise.

1. FEES

All fees are due and payable in accordance with established University policy, and the current published schedule of fees. Fees must be made payable to Howard University, by certified check, money order or any electronic payment method (such as credit card, debit card or wire transfer of funds). Student shall:

- A. Make payments called for under this License;
- B. Forfeit the right to register as a student in the University for failure to make payments called for under the terms of this License; and
- C. Forfeit the right to refund of payment for the full semester upon voluntary withdrawal from the Residence Hall, with the exception of those provisions listed in Part I, Paragraph 9.

The failure to pay fees required pursuant to this License shall survive the early termination or expiration of this License, shall constitute a debt to the University, and shall be applied to the Student’s academic account and considered sufficient cause for the University to withhold the Student’s registration, grades, transcripts and/or diploma(s).

2. RULES AND REGULATIONS

You agree to observe and be bound by all the rules and regulations of Howard University including those stipulated in Part II hereof and the University’s Policies and Procedures. You acknowledge that you have access to, have read, and understand, the existing rules and regulations and University’s Policies and Procedures referred to in this Section.

3. SUBLETTING

You agree that you will not allow another person(s) to occupy the assigned space, or assign or transfer this License to another person(s). Any such assignment or transfer shall be void. Any violation of this regulation will subject Student to immediate dismissal and Student and assignee will be held fully responsible for any damage or loss resulting therefrom. It is further agreed that violators will forfeit consideration for University residence hall occupancy for the duration of this License.

4. ROOM CARE AND CONDITION

You are responsible for the care and condition of your assigned space and the room within which it is located, including furnishings. A room that becomes excessively unsanitary so as to create health hazards will be ordered to be cleaned by you or by specific assignment of housekeeping personnel, if necessary. In the event you fail to adequately complete the cleaning so ordered or fail to complete it within the time period established by the University, the University reserves the right to complete the cleaning and to assess you for the associated costs to complete the cleaning. You will be charged for these additional services and may be subject to administrative and/or disciplinary action.

You are responsible for damage to the assigned space and its furnishings. At check-in each student is given an inventory form. This form is to be completed, listing the furnishings and describing the condition of the assigned space. Before you vacate the assigned space, this form will be used by a staff member to assess the condition of the assigned space and its furnishings. Any discrepancies not attributable to normal use, as determined by the University, will be charged to you. If you fail to check out and leave the room surfaces, furnishings, fixtures, and appliances clean and clear of debris, you will be assessed a fee, in addition to the cost of damages or losses attributed to them. The room inventory and damage assessment process is managed by the Office of Residence Life.

You shall neither make nor permit any alterations, modifications, or obstructions of, or upon, any part of the assigned space or its furnishings without the prior written approval of the University including, but not limited to: repairing, painting, disassembling, or altering any item or fixture. Additionally, you shall neither commit nor permit any action or anything that shall create or constitute a fire hazard or other hazard. You shall not permit the accumulation of waste and refuse within the assigned space or any public area of the Residence Hall. You will be financially responsible for any services and costs required to restore the assigned space.

You agree to take reasonable action to protect the assigned space at all times, including prompt notification to the University of defects and assisting the University in identifying individuals responsible for any damage, theft, or loss. Doors, windows, window screens and window restrictors may not be removed, altered or tampered with in any way. All individuals are prohibited from accessing the roofs of the Residence Hall, unless otherwise posted or approved in writing by authorized representatives of the University.

Public area furniture or equipment therein shall not to be moved into student rooms or other non-designated areas. Public areas and any furniture or equipment contained therein shall not be damaged, and in the event of any willful damage, the student responsible for the same will be assessed for such repair and/or damage costs. Any waterbeds, hot tubs, spas, (and the like) are prohibited. Student agrees that a violation of these regulations invokes judicial action and/or immediate dismissal from the Residence Hall.

You shall be liable and promptly pay for the cost of correcting any violation of the terms of this Section 4 and any damage to the assigned space, the public areas or any part thereof, or the damage, tampering, or disappearance of any equipment, fixtures, or furnishings in any part thereof, whether caused by you and/or a visitor (student or non-student) in whole or in part, including costs associated with the removal of any refuse or personal property left by you in the assigned space after vacating or termination of this License. Damage assessments will be charged to your account, and are due at the times stated by the University, without any deduction whatsoever and without demand by the University.

When you vacate the assigned space, or upon termination of this License, you must remove all personal property and leave the room and any furnishings, fixtures, and appliances clean, with reasonable wear and tear excepted. You acknowledge that items left in the assigned space after vacating or termination of this License shall, to the extent permitted by applicable law, be deemed to be abandoned property and may be immediately disposed of by the University, in its sole discretion. Any costs incurred by the University associated with such disposal of your abandoned property will be your responsibility. There is no obligation on the University to store any items deemed as abandoned in the assigned space, nor to reimburse you for any loss.

5. ROOM ASSIGNMENT

This License shall not be deemed to constitute a lease, establishing the relationship of landlord and tenant between the University and the Student, or to create the transfer of an interest in or lien upon real property. This License is for assigned space only and does not guarantee assignment to a particular room, nor does it guarantee assignment with a specific roommate(s). The University cannot guarantee you a particular

accommodation. Assignments are made in accordance with established priorities and on the basis of available housing inventory.

As a general rule, room swaps and roommate changes can be made only under special circumstances and if the alternative space desired is determined to be vacant. Students may apply for transfer in accordance with procedures established by the Office of Residence Life. Unauthorized moves, unauthorized use, possession, duplication or transfer of room keys or access cards may result in disciplinary action, a return to the original room, and possible loss of future participation in University residence hall assignment processes. Inasmuch as possible, the student will be given 24 hours' notice prior to receiving a new roommate.

You acknowledge and understand that the University shall have the right at any time to transfer or administratively move you to another room and that the occupancy of such other room shall be subject to all terms and conditions herein.

A student whose behaviors or actions disturb the peace of the Residence Hall, or require excessive or continuing intervention from the Office of Residence Life and/or University staff, may be charged under the University's Policies and Procedures, and if found in violation, be removed from the Residence Hall in addition to other appropriate sanctions.

You acknowledge and understand that the Residence Hall may be currently under construction. If that is the case, and although the University expects that it will be complete and ready for you to occupy at the beginning of the Academic Period, in the event the Residence Hall is not ready for occupancy at the commencement of the Academic Period, the University will provide alternative housing to you on a temporary basis (either on or off campus) at no additional cost to you until such time as your space in the Residence Hall is ready for occupancy. The University may be entering into this License with you as agent for the actual owner of the Residence Hall (referred to as an "Owner"). You acknowledge and agree that neither the University nor the Owner will be liable to you for any damages and that any such delay in occupancy will not affect any of the other terms of this License, including your obligation to pay the required fees set forth herein. Notwithstanding that all fees under this Agreement must be remitted pursuant to the foregoing, the University may determine on a case by case basis whether you are entitled to a credit against other amounts you may owe the University as a result of your temporarily residing in alternative housing.

6. LOSS, DAMAGE OR ABANDONMENT OF PERSONAL PROPERTY

Neither the University nor, if applicable, the Owner, will be responsible for any of your property or the property of your guests or visitors which may be lost, damaged, abandoned, or stolen, or for any loss thereof occasioned by fire, the elements or other casualty. You are encouraged to obtain personal renters insurance or a similar insurance policy. Neither the University nor, if applicable, the Owner, is liable for the failure or interruption of utilities or from conditions resulting from failure or interruption of the same.

7. RIGHT OF ENTRY

The University reserves the right for authorized representatives of the University to enter the assigned space at any time for the repair and maintenance, or the inspection thereof, pursuant to the University's Policies and Procedures. The University further reserves the right for authorized representatives of the University to enter and inspect the assigned space and its contents at any time for violations of law and of the University's Policies and Procedures. Any items found during the inspections that have the purpose of facilitating or enabling illegal or prohibited activity will be immediately disabled, confiscated, and/or disposed of without compensation. Appropriate authorities will be contacted for items found that pose a substantial threat to person, property, or are prohibited by the University, which include, but are not limited to, alcohol, illegal drugs, weapons, explosives, etc.

8. CLOSING OF THE RESIDENCE HALL

The University shall have the right to close the Residence Hall in which said room is located during stated University vacation periods. In the event of an emergency requiring the Student to remain at the University during a vacation period, the University may temporarily assign the Student to another location for said vacation period.

9. TERMINATION

The University may terminate this License and take immediate possession of the assigned space occupied by Student at any time on a 24-hour notice, for the violation by Student of any of the terms of this License, including, without limitation, default in the aforesaid payments by Student when and as the same becomes due, or the violation of any of the University's Policies and Procedures, or the violation of any health ordinance or regulation of the District of Columbia or the United States of America by Student, or whenever the Student shall cease to be a student of said University. It is further agreed between the parties that the Student may secure release from the terms of this License under the following conditions:

- A. Graduation prior to termination of this License.
- B. Withdrawal from the University.
- C. Upon the Student's presentation of proof of marriage which occurred during the Academic Year.
- D. Illness, forcing the Student to live elsewhere, confirmed by the University Health Service.

For a student who is an upperclassman or graduate and therefore is required to live in on-campus housing during the student's upperclassman or graduate years, such student may secure release from the terms of this License under the following conditions:

- 1. Upon the upperclassman or graduate student's presentation of proof of marriage which occurred during the Academic Year.
- 2. Upon the upperclassman or graduate student's presentation of proof that the student is 21 years of age or older.
- 3. Upon the upperclassman or graduate student's presentation of proof that the student's permanent address at the time of application for admission is within 25 miles of the Office of the President of the University.
- 4. Upon the upperclassman or graduate student's presentation of a letter, certified by the student's parent(s), that the student will reside with relatives while attending the University.
- 5. Upon the upperclassman or graduate student's presentation of proof that the student is an international student or a transfer student.

Termination of this License by the Student may only be made through the Office of Residence Life; notification to other departments within the University does not constitute notification of termination. No termination of this License by Student shall be deemed effective unless and until the Student has vacated the assigned space in accordance with the requirements of this License.

Refunds or credits to a Student's account, if applicable, due to a permitted termination of this License, shall be processed in accordance with the University's Policies and Procedures, including refund adjustments as described in the University's Academic Calendar. The University is not obligated to refund any portion of the fees payable hereunder if you violate any of the rules and regulations of the University, including those

stipulated in Part II hereof and the University's Policies and Procedures. Any requests for such refunds will be determined by the Office of Residence Life on a case by case basis.

PART II - REGULATIONS

The Regulations section is part of the Residence Hall License Agreement (License). Acceptance and agreement to abide by the Regulations set forth below (and as may be subsequently amended) is acknowledged by Student through the completion and execution of this License. References herein to "you" or "your" shall mean the Student, unless the context clearly indicates otherwise.

1. OCCUPANCY

A. Rooms shall be available for occupancy as of the Residence Hall opening date and time as published in the applicable University Academic Calendar.

B. The Academic Period of residence for each semester shall be terminated not later than 6 p.m. of the day following the close of the semester as published in the applicable University Academic Calendar or if applicable, until advised of the Summer Housing relocation date. Students who fail to adhere to this policy will jeopardize future consideration for University residence hall occupancy.

C. Students who are assigned space in a room in the Residence Hall and who fail to report for the assigned space in a room on the date stated in this License, without notifying the Office of Residence Life within 24 hours of said date, will lose the space assignment preference and be provided temporary lodging if available, pending a cancellation.

D. Occupancy shall be limited to full-time students (as defined by regulations of the school or college in which the Student is enrolled). Exceptions may be authorized where necessary, by the Office of Residence Life. Occupancy shall also be limited to students in good academic standing at the University (as defined by the University), and students who are current in all of their financial obligations to the University (as established by Student Financial Services).

E. Rooms shall be used only for study and living purposes. They shall not be used for any commercial purpose whatsoever. Merchandising, peddling and commercial services in the Residence Hall are strictly prohibited. Student has no right or interest to use the assigned space, except as specifically provided in this License.

2. ALCOHOLIC BEVERAGES; DRUGS/CONTROLLED SUBSTANCES; SMOKING; WEAPONS

Student understands and acknowledges that the following activities are prohibited pursuant to the University's Policies and Procedures, and failure to comply may result in immediate termination of this License by the University, judiciary action and/or dismissal from the Residence Hall:

A. The consumption and/or possession of alcoholic beverages in the Residence Hall;

B. The possession, use, sale or distribution of illegal drugs or controlled substances or drug paraphernalia;

C. Smoking in the Residence Hall; and

D. Possession of explosives, fireworks, ammunitions, tear gas, dangerous chemicals (except as allowed under the University's Policies and Procedures) or weapons including firearms, items that eject projectiles, knives, or any item that any reasonable person would consider to have the possibility of doing bodily harm.

E. Student shall comply with all laws, regulations and ordinances of the District of Columbia and the United States of America.

3. PETS AND ANIMALS

For reasons of health and safety, laboratory specimens are not permitted within the Residence Hall. Except for service animals and pets associated with a physical condition of a student, such as blindness, no other animals and pets are permitted within the Residence Halls. Students found in violation of this rule shall be subject to dismissal from the Residence Hall, upon 48-hours notice and shall be charged for any fumigation deemed necessary.

4. APPLIANCES

A. Fire, Safety, Health and Sanitation Regulations limit the number of electrical appliances which can be safely used in each room. Hot plates, refrigerators exceeding 3 cubic feet, and all cooking appliances are prohibited. Violators will be subject to dismissal from the Residence Halls.

B. The use of electric irons is limited to designated ironing areas only.

C. Televisions, radios, record players and other musical instruments and/or devices shall not be played at a level that can be heard outside of the room, in order to maintain as near as possible an environment conducive to studying. Violators are subject to judiciary action, and may be subject to dismissal from the Residence Hall.

D. The multi-electrical devices, which permit several appliances to be plugged into one outlet, are prohibited; however, surge protectors are permitted. Extension cords and power strips (without surge protection) are prohibited. Violators are subject to dismissal from the Residence Hall.

E. Horseplay, or deliberate tampering with, or destruction of fire equipment is strictly prohibited. Violators are subject to immediate dismissal from the Residence Hall.

5. COOKING IN BEDROOMS

The use of electrical appliances in bedrooms establishes a risk to the health and welfare of all students, produces an immediate possibility of fire, jeopardizes fire protection insurance, and violates the safety code of the District of Columbia, and is therefore unlawful. Students who sign this License attest to having read the requirements stated herein, and agree to the following regulations:

A. Electrical appliances in Residence Hall bedrooms are prohibited. Regulations regarding this equipment will be strictly enforced.

B. Students are requested to leave all electrical cooking appliances at home. To have these articles in Residence Hall bedrooms is prohibited. This statement refers to all types of electric ovens, microwave ovens, hot plates, electric fryers, electric crock pots, or any and all cooking equipment for preparation of, or heating of foods. When found in bedrooms, appliances as described will be removed by authorized staff, and violators subject to judiciary action.

C. Students found cooking in bedrooms will be subject to dismissal within 48 hours from the Residence Hall.

6. LOST KEYS, ACCESS CARDS AND KEY CONTROL

You acknowledge that all keys and access cards to the assigned space are the property of the University and must be returned upon vacating or termination of this License. Lost keys and access cards must be reported immediately. Lock, key and access card replacements are provided at a designated cost to the

student. Keys and access cards are not transferable and may not be duplicated. Students who duplicate keys and access cards are liable for charges for the replacement of door locks, and subject to immediate dismissal from the Residence Halls. Students may not install auxiliary locks, and/ or other locking devices on bedroom doors.

7. STORAGE OF PERSONAL PROPERTY

The storage of trunks and footlockers in bedrooms and public areas is prohibited. The University provides storage facilities for the empty trunks, footlockers and luggage of those students living in the Residence Hall, however such storage is not guaranteed and will be based on availability. Neither the University nor, if applicable, the Owner, is responsible for personal property left in the aforesaid items while in storage. The student is responsible for delivery of these articles to the Dormitory Trunk Storage Room, and for the registration of said articles in accordance with University policy.

8. WITHDRAWALS

Student hereby waives any right to remain in the assigned room beyond the end of the Academic Period. Further, Student may not remain in the Residence Hall after withdrawal from the University or termination of this License for any reason. Students withdrawing from the Residence Hall or the University must vacate the assigned room within twenty-four (24) hours after appropriate withdrawal procedures have been finalized. The same shall apply in the case of a student who voluntarily withdraws or is suspended from the University. Students are cautioned to ensure that all personal property and belongings are removed from their assigned room upon withdrawal from the Residence Hall or the University. (See Part I, Paragraph 6). Failure to follow prescribed check-out procedures, and the leaving of personal property in the assigned rooms beyond the official check-out date, constitute a violation of the University's Policies and Procedures and jeopardize future enrollment in the Residence Hall. Students who harbor individuals in their assigned rooms who have officially withdrawn from the Residence Hall or the University or are suspended from the University or other non-students are in violation of the University's Policies and Procedures and shall be subject to judiciary action and/or dismissal from the Residence Hall. Refunds or credits to a Student's account, if applicable, due to a permitted termination of this License based on the student's withdrawal from the University, shall be processed in accordance with the University's Policies and Procedures, including refund adjustments as described in the University's Academic Calendar.

9. OTHER REGULATIONS

Students in residence are expected to be self-governing. Therefore, each student is expected to acquaint himself/herself with the University's Policies and Procedures and this License. In addition to its university-wide application, students in Residence Halls are also expected to observe regulations set forth by the respective Residence Hall Councils. Infractions of such regulations will be referred to the Judiciary Board of the Residence Hall in which students committing infractions live, or to the Judiciary Board in the School/ College in which they are enrolled. Students who have a record of repeated disruptive activity risk dismissal from the Residence Hall and may forfeit consideration for occupancy in any other Residence Hall.

10. TELEPHONES

Students are directly responsible for obtaining their telephone instruments for installation in their room and all charges or fines incurred in connection with such services. It is agreed that each student will become acquainted with policies related to telephone usage as outlined in the Residence Hall Handbook and will abide by these policies.

11. CO-EDUCATIONAL VISITATION AND SECURITY

Student participants in the Co-educational Visitation Program acknowledge and accept personal responsibility for acquainting themselves with University and Residence Hall Guidelines for Co-

educational Visitation. They also acknowledge the impact of personal disregard for procedures as applied to the following:

A. Introduction of unauthorized students or non-students into the Residence Hall, therefore, lowering the degree of hall security. The Student further agrees to strictly adhere to established University and Residence Hall policies and regulations in this regard, and understands that violation of these policies invokes judiciary action and/ or immediate dismissal from the Residence Hall.

B. Students participating in co-educational visitation also understand that visitation privileges by other students or non-students is limited to the hours between Sunday through Thursday, from 12 p.m. to 12 a.m., Friday from 12 p.m. to 2 a.m., and Saturday from 12 p.m. to 2 a.m. The foregoing visitation privileges provides each student limited freedom to have visitors during these hours, and is not to be interpreted to mean overnight visits; students who keep visitors in their bedroom overnight are in violation of the regulation, and the spirit of Co-educational Visitation. The Student understands and agrees that violation of this policy invokes judicial action and/ or immediate dismissal from the Residence Hall.

ADDENDUM TO RESIDENCE HALL LICENSE AGREEMENT

Howard University (the “**University**”) and the undersigned individual (“**you**”) have entered into the Howard University Residence Hall License Agreement (the “**Agreement**”) in connection with your occupancy of the Howard Plaza Towers, Drew Hall or Cook Hall (as applicable, the “**Residence Hall**”) for the 2018-2019 academic year. The University has delegated the management and operational control of the Residence Hall to Corvias Campus Management, LLC, a Delaware limited liability company (“**we**” or “**us**”). The provisions of this Addendum to Residence Hall License Agreement (this “**Addendum**”) shall supplement and constitute part of the Agreement, shall supersede any contrary terms and conditions contained therein, and shall be legally binding on you, us and the University.

1. Payment of Housing Fees. All housing fees (“**Housing Fees**”) must be made payable to the University or to any party designated by the University. Housing Fees may be paid by any means accepted by the University’s “Banner” payment system. You have no right to withhold Housing Fees for any purpose, including occurrences outside of the control of you, us or the University. You may not reduce any Housing Fees by any of your costs or damages against us or the University. Your obligation to pay Housing Fees is a promise by you that is independent from all of our and the University’s promises, duties and obligations. The University’s acceptance of partial payments does not waive our or the University’s rights to collect and enforce the payment of the remainder. Upon receipt of any out-of-pocket payments from you, the University will be authorized to immediately credit such amounts to the Housing Fees due from you. If the University has assigned its rights to receive such payments to us or one of our affiliates, the University will be authorized to immediately remit such amounts to us or our affiliate to be credited to Housing Fees.

2. Financial Aid Deferment. You are obligated to pay all housing fees (“**Housing Fees**”) at or prior to your occupancy of the Residence Hall. You may be denied entry into the Residence Hall if you have not timely paid your Housing Fees on the move-in date. However, we agree to conditionally defer payment of any Housing Fees that the University’s financial aid office has ascertained will be paid from financial aid accommodations qualifying under the University’s Policies and Procedures, including, without limitation, Title IV federal grants and loans, Howard University-sponsored financial aid, and TouchNet payment plans, subject to the following terms and conditions:

(a) Upon receipt of any financial aid disbursements, including payments made or disbursed from Title IV federal grants and loans, the University will be authorized to immediately credit such amounts to the Housing Fees due from you. If the University has assigned its rights to receive such payments to us or one of our affiliates, the University will be authorized to immediately remit such amounts to us or our affiliate to be credited to Housing Fees.

(b) If we or the University determines that you are not fully eligible for any financial aid disbursements constituting the basis for deferring Housing Fees hereunder, you agree to pay the remaining balance of the fees immediately upon receipt of an invoice therefor. If you do not timely pay out-of-pocket payments pursuant to your TouchNet payment plan, you will be in default of your Agreement and subject to all remedies thereunder.

(c) If your out-of-pocket payments and financial aid disbursements are insufficient to cover all of your Housing Fees, you agree to pay the remaining balance immediately upon receipt of an invoice therefor. You agree not to seek the refund of any credit balance on your University account unless and until all Housing Fees have been paid, even if you expect such Housing Fees to be later funded from financial aid disbursements.

3. Enforcement of Agreement. The University has delegated to us certain responsibilities for the legal enforcement of the Agreement against you. You agree that we have the legal right to enforce the Agreement against you in accordance with its terms to the same extent that the University has such rights. We may exercise such legal rights either in our own name or as agent and attorney-in-fact of the University.

4. Transfer of Residence Hall. The University may sell or transfer the Residence Hall, or any portion thereof, or may assign the Agreement, its right to collect the Housing Fees or any other severable rights under the Agreement or this Addendum, at any time without your consent. Any sale or transfer of the Residence Hall shall not affect this Agreement or any of your obligations. In the event of any assignment, the University shall be relieved of any further obligations it may have under the Agreement arising from and after the effective date of the assignment, and the assignee shall assume all of such responsibilities.

5. Sharing of Protected or Confidential Information. In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the University is allowed to disclose certain information about its students only to those persons or entities identified by the student. You hereby permit the University to disclose the information specified below to us and to our affiliates, including Corvias Campus Living – HU, LLC:

All information contained on my student housing application, including personally identifiable information, such as my social security number;

All of my financial aid records, including my status of file, award and disbursement of funds information, satisfactory academic progress status, income information, and any other information contained in my financial aid applications, FAFSA or financial aid file; and

All of my student account information, including my status of payment of Housing Fees and other amounts.

The foregoing information may be released orally or in the form of copies of written records, as we elect from time to time. This authorization will remain in effect from the date it is executed until revoked or updated by me, in writing, and delivered to the Financial Aid Office of the University or upon my graduation from the University, whichever comes first.

6. Waiver and Release. Neither we, the University, nor any of our or their respective employees, officers, directors, agents, owners, or affiliates (collectively the “**Released Parties**”), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes, or resulting from conflicts with your roommates. THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EARTHQUAKE, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS DIRECTLY CAUSED BY THEIR SOLE GROSS NEGLIGENCE. WE URGE YOU TO OBTAIN YOUR OWN INSURANCE FOR LOSSES DUE TO SUCH CAUSES. YOU, FOR YOURSELF AND FOR YOUR OCCUPANTS AND GUESTS, HEREBY RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE: (i) FOR LOSS OR THEFT OF YOUR OR YOUR ADDITIONAL AUTHORIZED OCCUPANTS’ OR GUESTS’ PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, ADDITIONAL AUTHORIZED OCCUPANTS OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR OCCUPANTS AND GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, COMMON AREAS, OR THE PROPERTY, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE SUPPLIED FOR YOUR USE, AND AT THE USER’S SOLE RISK.

IN WITNESS WHEREOF, you agree that the foregoing Addendum shall constitute a valid and legally binding supplement to and part of the Agreement, shall supersede any contrary terms and conditions contained therein, and shall be legally binding on you, us and the University.

***** Students under the age of 18 must have a parent or guardian signature*****

Student:

Parent/Guardian:

Print Name: _____

Print Name: _____

Date: _____

Date: _____