INDIVIDUAL LICENSE AGREEMENT FOR SUMMER RENTAL SERVICE

This license agreement between Bay State College (herein after referred to as “Bay State”) and the undersigned individuals (herein after referred to as Student and Parent/Guardian) sets forth the terms of an agreement made this day between the parties for the provision of housing rental services by Bay State.

I. RESIDENCE SERVICES

A. Rooms. Bay State will provide residence facilities including suitable living space and sanitary facilities to Student.

1. During the term hereof, unless sooner terminated as herein provided, Student shall be entitled to occupy the housing space assigned by Bay State.

2. Student is responsible for the maintenance of his/her living space including room furnishings and sanitary facilities and will be assessed for the cost of any repair to the living space and its furnishings in excess of ordinary wear and tear. No excessive hangings, other coverings, or markings which may cause undue damage shall be made upon the walls and windows of the living space. Parent/Guardian shall be jointly and severally responsible for any repair costs assessed.

B. Meal Service. Bay State will provide no meal service to Student. Student should contact Berklee for information on meal service.

C. Linen Service. Student will be responsible for providing his/her own linens while residing at Bay State.

II. CONDITIONS OF OCCUPANCY

A. In consideration of Bay State’s agreement, to provide residence services, Client agrees to the following terms regarding the use and occupancy of the facilities of Bay State.

1. Client shall abide by the standards of good conduct and good citizenship at all times and will act so as to respect the privacy, property, and safety of other occupants and of Bay State.

2. Client agrees that Bay State is an alcohol-free residence.

3. Client will cooperate at all times with persons engaged in the administration of Bay State and the supervision of its facilities.

4. Client will abide by and accept the rules and regulations contained in the “Guide to Summer Programs,” which is Appendix A to this document.

5. Client will comply with Federal and Commonwealth of Massachusetts laws, as well as the Ordinances of the City of Boston.

6. Student will comply with any expectations and/or policies put in place by Berklee governing Student’s residence or participation in Berklee’s programs.

B. Indemnity. Student and Parent/Guardian recognize that Bay State is providing housing services and in consideration of Bay State’s provision of services and related opportunities agree that:

1. Student is responsible for his/her conduct while in the facilities of Bay State. Bay State does not act in loco parentis. Student and Parent/Guardian, their heirs and successors hereby agree to indemnify and hold harmless Bay State, its employees, agents, officers, parent company, affiliates, and subsidiaries from any liability arising out of the Student’s actions or negligence.

2. Student and Parent/Guardian will provide Bay State with two or more means of 24-hour emergency contact with Parent/Guardian or designee. In the event that Bay State utilizes such contact, Bay State shall assume that determinations made by the person or persons contacted are authorized determinations of Parent/Guardian and assumes no liability from acting on such determinations.
3. Student and Parent/Guardian acknowledge that Bay State does not offer health services on its campus. Health issues that arise while Students are in residence at Bay State will be referred to area health service providers at the expense of the Student and/or Parent/Guardian. Bay State will assume no liability from any health problems Students may encounter while in residence.

C. Default. Student and Parent/Guardian agree that a determination by Bay State (and/or, for section II. paragraph A. number 6, Berklee) that Student has failed to comply with the above-described regulations shall be reason for Bay State to declare that Student is in default and to terminate this Agreement as provided in section III. paragraph A. hereof. Upon declaration of default, Bay State may, in its sole discretion, order Student to leave the premises and remove all personal belongings within 24 hours. Such a notice shall be given in writing to Berklee and Student.

III. TERMINATION

A. Disciplinary Termination. Bay State shall have the right to terminate this contract by giving Student 24 hours notice to vacate the living space in the event Student fails to observe any of the Conditions of Occupancy, stated in paragraph II, without limitation. In the event of a Disciplinary Termination by Bay State, all sums due for the term of this License shall promptly be paid to Bay State and Bay State shall not be required to refund any funds already paid. The determination by the Dean of Student Affairs of Bay State shall be final and binding.

B. Termination by Bay State. In the event that Bay State terminates this agreement due to a cause beyond its control, such as fire, natural catastrophe, strike, war or civil disturbance, or by virtue of the order of any Federal, state or municipal authority, Bay State shall refund a portion of any funds already paid, in accordance with any reasonable formula determined by Bay State. This accounts for the balance of the unexpired term and the administrative expense incurred by Bay State, and such formula need not be based solely on the proration on a per diem formula. In no case shall Bay State be liable to Student and/or Parent/Guardian in excess of the amount, if any, determined hereunder to be due to Student and/or Parent/Guardian as a refund.

IV. ACCEPTANCE OF THE PREMISES

Student and Parent/Guardian hereby acknowledge that they have satisfied themselves as to the condition of the facilities of Bay State, that one of them has inspected or been given the opportunity to inspect representative living space, and that they accept the descriptions set out in online postings and flyers as accurate.

V. DEPARTURE

Each Student must vacate the residence the day of their termination (voluntary or involuntary) from a contractual relationship with the Bay State.

VII. SEVERABILITY

In the event any provision of this License is determined to be unlawful or unenforceable, such provision shall be deemed severable and all other provisions hereof shall be deemed to be fully effective.

VIII. LIABILITY

Bay State will assume no liability arising from any lost personal items.

IX. HOUSING RENTAL COST

Cost of Housing Services as herein described is based on the following rates for the term listed below:

<table>
<thead>
<tr>
<th>Occupancy Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Occupancy Room</td>
<td>$2950.00</td>
</tr>
<tr>
<td>Double Occupancy Room</td>
<td>$2700.00</td>
</tr>
<tr>
<td>Triple/Quad Occupancy Room</td>
<td>$2450.00</td>
</tr>
</tbody>
</table>

This sum is due to Bay State upon submission of this agreement by Student and Parent/Guardian. Except as provided herein, and/or except if for any reason Bay State refuses to enter into agreement with Student and Parent/Guardian this sum reserves and guarantees housing for Student and is non-refundable. There are limited single and double occupancy rooms available, therefore those rooms will be assigned on a first-come, first-served basis. If Student submits a payment for a room size that is no longer available, the difference will be refunded to Student.
X. TERM & ACCEPTANCE

The term of this agreement shall be July 7, 2012 through August 11, 2012. Acceptance of this agreement is indicated by the signatures of all parties below.

Bay State College
122 Commonwealth Avenue
Boston, MA 02116

By: __________________________

Print Name: Michelle Brokaw
Title: Director of Residence Life
Date: __________________________

Student

___ Male  ___ Female

Print Name: __________________________
Address: _______________________________
Email: _________________________________
Signature: ____________________________ Date: ____________

Parent/Guardian

The parent and/or legal guardian of the above listed Student must complete this section.

Print Name: __________________________
Address: _______________________________
Email: _________________________________
Signature: ____________________________ Date: ____________

Payment Included (check one):

___ Single Occupancy Room: $2950.00
___ Double Occupancy Room: $2700.00
___ Triple/Quad Occupancy Room: $2450.00

Method of Payment (check one):
Please check your method of payment and fill out and include the appropriate form, which can be downloaded from the website. Check or money order payments do not require an additional form and can simply be included with this contract.

___ Check or Money Order (enclosed, payable to Bay State College)
___ Credit Card (submitted online)
___ Wire Transfer (form enclosed)

Please mail this signed contract and appropriate payment to the following address: Bay State College, Office of Student Affairs, Five-Week Performance Program, 35 Commonwealth Avenue, Boston, MA 02116. You may also email the materials directly to mbrokaw@baystate.edu if you are paying by credit card or wire transfer.
INDIVIDUAL LICENSE AGREEMENT FOR SUMMER RENTAL SERVICE
APPENDIX A: BEHAVIOR & POLICY

This license agreement between Bay State College (herein after referred to as “Bay State”) and the undersigned individual (herein after referred to as Client) sets forth the terms of an agreement made this day between the parties for the provision of housing rental services by Bay State. Appendix B is to include all information in regards to behavior while Client is residing on campus.

I. BEHAVIOR

Client using any and all Bay State facilities shall adhere to all policies of Bay State, as well as all local, state, and federal laws concerning health, safety, and public order. Specific guidelines regarding residence hall regulations will be given to Client upon check-in.

Client will be responsible for the oversight of all activities to ensure the safety of all participants and the compliance with all federal, state, city laws, and ordinances, as well as all Bay State Rules and Procedures as stated in the Guide to Summer Programs. Bay State will have complete authority to terminate any activities of Client and at its sole discretion; Bay State may immediately remove Client from residence, without refund, who conducts themselves in a manner deemed unsafe or unacceptable to Bay State. Client will be responsible for any costs incurred from the removal or relocation of any summer guest. Determination of proceedings and oversight of the disciplinary process will be the responsibility of the Department of Residence Life and the execution of said outcome will be a joint effort between the Department of Residence Life and Client.

When the conduct of Client violates the rules set forth by Bay State pertaining to participants in a summer program, Client will be subject to two levels of disciplinary action:

A. **Written Warning:** a written reprimand is given to Client whose behavior violates the rules and procedures as outlined below. Generally, only one written warning is given before proceeding to the second level of discipline which is requirement to withdraw for disciplinary reasons. However, serious infractions including, but not limited to, alcohol, drugs, intoxication physical violence, threats, and vandalism of college or non-college property may be grounds for immediate dismissal from on-campus housing.

B. **Requirement to Withdraw for Disciplinary Reasons:** action taken in serious disciplinary matters indicating that Client’s behavior is unacceptable in this Summer Program. Requirement to withdraw from housing, without refund, is a formal disciplinary action of the Department of Residence Life.

II. GUIDE TO SUMMER PROGRAMS

All summer participants are expected to follow the policies listed below. In addition, it is the responsibility of each Client to treat all staff members as well as other summer participants with respect and to behave appropriately while staying in Bay State facilities.

A. Alcohol is not permitted in any Bay State facility, regardless of age.
B. Drugs and drug paraphernalia are not permitted in any Bay State facility. This also pertains to individuals who possess a medicinal marijuana license.
C. Smoking within any Bay State facility is prohibited. Client may only smoke outside and must move away from the building entrance and stairwell to do so.
D. Client is expected to leave individual room and common areas in the condition in which they
found them. Client will be financially responsible for any damage and cleaning charges incurred
while Client resides on campus.
E. Candles or any type of other open flame are not permitted within Bay State facilities.
F. Playing of any sports activity or musical instruments in individual rooms, hallways, or common
areas is prohibited.
G. Client is expected to display their Bay State access card and carry their keys at all times.
H. Physical violence such as hitting, pushing, slapping, spitting, biting, kicking, choking, restraining,
pinching, hair pulling, or throwing of any object at an individual is considered a most serious type
of offense. This also includes behavior of a physically violent nature that is performed in “self-
defense.” This behavior will result in immediate withdrawal for disciplinary reasons.
I. Any threats of physical violence or offensives and/or insulting actions or behavior toward another
individual are prohibited. Any threatening physical, verbal, or electronic harassment of staff,
faculty, other college officials, students, or guests will not be tolerated.
J. Quiet Hours are in effect 7 days a week and begin at 9PM and extend until 8AM.
K. No individual can be found on the Commonwealth Avenue Mall after 11:30PM for any reason.
Client is also responsible to make sure they are exhibiting respectful behavior on the
Commonwealth Avenue Mall at other times by keeping the noise to a reasonable level, not playing
musical instruments, staying in groups of four individuals or less, and collecting of all trash and
disposing of it properly. If the Client is found in violation of this, first offense will result in a $30
fine. Second offense will result in removal from housing facilities.
L. Client is not permitted to have another guest from off campus or any other building on Bay State
campus in their residence hall at any time.
M. Client is expected to comply with the request of any College Official (Residence Life Professional
Staff, Resident Assistant, Security Guard, Dining Hall Staff Member, etc.) in performance of
his/her duties.
N. Client will be billed for lost key ($20) and/or access card ($20).
O. Client is prohibited from entering, or placing objects in, certain restricted areas, including, but not
limited to, rooftops, fire escapes, balconies, windowsills, boiler rooms, and maintenance or staff
closets.