LICENSE AGREEMENT FOR SUMMER RESIDENCE STUDENT/EMPLOYEE

The License Agreement (hereinafter referred to as “Agreement”) entered into between Bay State College (hereinafter referred to as “Bay State”) and the undersigned persons (hereinafter referred to as “Resident” and “Parent/Guardian,” respectively) sets forth the terms of an agreement made this day for the purpose of providing a contractual relationship for residence facilities with Educor, Inc. D/B/A Garden Halls Residences, with offices located at 35 Commonwealth Avenue, Boston, MA 02116 (hereinafter referred to as “Garden Halls”). Garden Halls’ responsibilities include, but are not limited to, maintaining the residence facilities and providing residence rules and standards for Resident. There is NO tenancy herein created and the relationship of Bay State and the Resident shall be as Licensor and Licensee, respectively. Bay State is the managing agent for Garden Halls.

I. RESIDENCE SERVICES

A. Terms of Residence Services. This Agreement applies during the summer months, May – August. The Resident is eligible for on-campus housing by meeting at least one of the following criteria: 1) Resident is registered at Bay State for at least one (1) credit-bearing course, which may be an internship, and has previously attended Bay State for at least one term 2) Resident is employed by Bay State for at least ten (10) hours per week. The term of this Agreement must coincide with the Resident’s academic term or term of employment. Resident will be required to provide proof of registration and/or employment upon submission of this Agreement.

B. Rooms. Bay State will provide residence facilities including suitable living space and sanitary facilities to Resident.

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

2. Resident 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.

3. Resident will be provided with a bed, mattress, desk, chair, dresser and closet/armoire and must provide all other furnishings as permitted by Bay State. Air-conditioners are strictly prohibited.

C. Meal Service. Meal service will not be provided to Resident during the term of this Agreement. During times when the Dining Hall is open and serving meals, Resident has the option to purchase meals at the time of service or on a commuter meal plan.

D. Security Service. No security services will be provided during the term of this Agreement. Resident will have access to the Bay State on-call system in the event of an emergency.

II. CONDITIONS OF OCCUPANCY

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

1. Resident 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. Resident agrees that Bay State is an alcohol-free residence.

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

4. Resident will abide by and accept the rules and regulations contained in the Resident Student Handbook, available on file in the Office of Residence Life. Bay State reserves the right to amend policies located in this Handbook as needed for the summer terms.
5. Resident will comply with Federal and Commonwealth of Massachusetts laws, as well as the Ordinances of the City of Boston.

6. Resident shall continue as a student or employee in good standing at Bay State.

7. Bay State reserves the right to exercise its discretion in awarding housing to any student in an effort to preserve a safe, comfortable environment where residential life comports with the stated guidelines for conduct and behavior code. In exercising this discretion, Bay State may examine, among other things, any disciplinary records, mental health records, criminal records, and other material that it may have at its disposal in determining eligibility for housing.

B. Indemnity. Resident recognizes that Bay State is providing housing services and in consideration of Bay State’s provision of services and related opportunities agree that:

1. Resident is responsible for his/her conduct while in the facilities of Bay State. Bay State does not act in loco parentis. The Resident, 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. Resident will provide Bay State with an updated Emergency Information form 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.

C. Default. Resident agrees that a determination by Bay State that Resident has failed to comply with the above-described regulations shall be reason for Bay State to declare that Resident 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 Resident to leave the premises and remove all personal belongings within 24 hours. Such a notice shall be given in writing to Resident.

III. TERMINATION

A. Disciplinary Termination. Bay State shall have the right to terminate this contract by giving Resident 24-hours’ notice to vacate the living space in the event Resident fails to observe any of the Conditions of Occupancy, stated in paragraph II and the Resident Student Handbook, 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 Office of Residence Life of Bay State to terminate this contract for such reasons shall be final and binding. If Resident is removed from summer housing due to disciplinary reasons, this may impact Resident’s status as a student at Bay State for future academic terms.

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 Resident in excess of the amount, if any, determined hereunder to be due to Resident as a refund.

IV. ACCEPTANCE OF THE PREMISES

Resident hereby acknowledges 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 Resident 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 terms listed below:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>Summer Session Term 1</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Summer Session Term 2</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Student Employee</td>
<td>$250/week</td>
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</tbody>
</table>

50% of the total payment is due as a deposit with the submission of this Agreement. The remaining 50% is due prior to the designated move-in date. Resident must meet with a Financial Aid Counselor to discuss financing options for housing when registering for summer classes or when completing employment paperwork.

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. Refunds are only granted for cancellations that are made thirty (30) days prior to the start of Resident’s academic term or term of employment.

X. TERM & ACCEPTANCE

Acceptance of this agreement is indicated by the signature below.

Student Information

Print Name: ______________________________________________________
Address: _______________________________________________________________________________
Phone #: _______________________________ Email: __________________________________________
Signature:____________________________________________________________________________Date:______

Parent/Guardian Information

Print Name: ____________________________________________________________________________
Address: ______________________________________________
Phone #: _______________________________ Email: __________________________________________
Signature:____________________________________________________________________________Date:______

I am eligible for on-campus housing due to the following:

_____ Registered for Summer Session Term 1
_____ Registered for Summer Session Term 2
_____ Student Employee at Bay State College

For Office Use Only:

Received By: ____________________________________________Date: __________________________