

**BOSTON UNIVERSITY
STUDENT OCCUPANCY LICENSE**

1. **PARTIES AND PREMISES:** Trustees of Boston University (the "University" or "Boston University") hereby grants to «First_Tenant», «BU_ID», a Boston University student ("Licensee"), a license to occupy the following premises (the "Premises"): Unit «Unit_» at 580 Commonwealth Avenue, Boston, MA 02215 (the "Building"), consisting of an unfurnished «Unit_Type», and including the furnishings, if any. The premises shall be occupied only for residential purposes and only by Licensee and the following named individuals; «Second_Tenant» and «Third_Tenant» shall not be occupied by any other person.

2. **TERM:** The term of this License shall begin on «Start_Date» and end on «End_Date», unless this License is earlier terminated or revoked as provided in Section 8 below.

3. **LICENSE FEE:** In consideration for the License hereby granted, Licensee agrees to pay a fee of «Term_Fee» (the "License Fee") to be paid in equal monthly installments of «Monthly_Fee» in advance, on the first day of each month during which this License is in effect. Monthly rent checks are required to be mailed to: Boston University, P.O. Box 22, Medford MA 02155-0001. The check should be made out to "Trustees of Boston University" and include the rental account number written on the check.

4. **RETURNED CHECK FEE:** Licensee shall pay to the University, as an additional fee, a \$25.00 service fee on account of any check of Licensee which is returned unpaid.

5. **SECURITY DEPOSIT:** Licensee shall pay «Monthly_Fee» (an amount not to exceed one month's License Fee) on or before «Start_Date» to be held by the University during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS DEPOSIT IS NOT TO BE CONSIDERED AS A PREPAID LICENSE FEE, nor shall any damages be limited to the amount of the security deposit. The University shall furnish Licensee with a separate receipt at the time of receiving the Security Deposit, or any partial payment thereof.

The University acknowledges that, subject to damages prescribed by law, it shall, within thirty (30) days after the termination of the License or upon Licensee's vacating the premises completely together with all of Licensee's goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting

- (1) Any unpaid License fees;
- (2) A reasonable amount necessary to repair any damage caused to the Premises by Licensee or any person under Licensee's control or on the Premises with Licensee's consent, reasonable wear and tear excluded, but failure to clean included. In the case of such damage, the University shall provide the Licensee, within thirty (30) days, with an itemized list of damages, sworn to by the University or its agent under pains and penalties of perjury, itemizing in precise detail the nature of the damages and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual estimated costs thereof.

The University shall submit to Licensee a separate written statement of the present condition of the Premises. If the Licensee disagrees with the University's statement of condition, Licensee must attach a separate list of any damage existing in the Premises and return the statement to the University. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by Licensee and approved by the University or the University's agent, unless the University subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Licensee or by any person under the Licensee's control or on the Premises with Licensee's consent.

If the University transfers the Premises, the University shall transfer the security deposit or any balance thereof, and any accrued interest, to the University's successor in interest for the benefit of Licensee. If the security deposit is held for one year or longer from the commencement of Licensee's occupancy, Licensee shall be entitled to interest on the amount of the security deposit at the rate of two percent (2%) per year, payable at the end of each year of Licensee's occupancy.

6. **ELIGIBILITY:** The University reserves the right, in its sole discretion, to establish, change, or supplement the criteria for eligibility to be a licensee of housing accommodations in the Building. It is specifically understood and agreed that a prospective Licensee or a Licensee shall be ineligible to be or continue to be a Licensee of housing accommodations in the Building, if the Licensee fails to be and remain, throughout the term of the License, a registered, full time, student at Boston University or to complete settlement of the Licensee's account with the University in accordance with established policies and procedures, as the terms "registered", "full-time" and "settlement" are defined below. "Registered" shall mean that the University Registrar's Office has a record that the Licensee has registered in accordance with University policies and procedures as a graduate student at Boston University for the current and all past academic semesters falling partially or wholly within the term of this License. "Full-time" shall mean attendance on a full-time basis as determined by the University's Registrar. "Settlement" shall mean that the University's Comptroller's Office has a record that the Licensee has settled the Licensee's account in accordance with University policies and procedures for the current and all past academic semesters falling partially or wholly within the term of this License.

7. **DELIVERY OF PREMISES:** In the event that the University is not able, through no fault of its own, to make the premises available for occupancy by Licensee at the time called for herein, the License Fee shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay. If the University is not able to make the Premises available for occupancy by Licensee within thirty (30) days after the beginning of the term of this License, either the University or Licensee may then terminate this License by giving written notice to the other and any payment made under this License shall be refunded.

Licensee's Initials: _____

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

8.1 by giving seven (7) days written notice to vacate, (i) if Licensee fails, for any reason, to comply with any term or condition of this License, including, without limitation Licensee's obligation to pay the License Fee, or (ii) if Licensee is or becomes ineligible to be a licensee of premises in the Building under the terms and conditions of Section 6 above, or (iii) if the University, in its sole discretion, deems such revocation and termination necessary or advisable in the interests of health, safety, more prudent use of resources, or the efficient conduct of the graduate student residence program.

8.2 by giving twenty-four (24) hours written notice to vacate, if Licensee or Licensee's family, friends, relatives, invitees, visitors, agents or servants cause damage or imminent threat of damage to life, limb or property in or about the Building. Failure to comply with a notice to vacate, or to vacate the Premises at the expiration of the term of this License, may result in civil or criminal trespass charges being filed against Licensee.

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

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

10. CARE OF PREMISES/CLEANLINESS:

10.1 Licensee shall not paint, put nails or screws in, make holes in or otherwise change, alter or make any addition to the Premises or any other part of the Building without on each occasion obtaining prior written consent from the University's Real Estate.

10.2 Licensee shall maintain the Premises in a clean condition. Licensee shall not, nor allow anyone else to, sweep, throw, shake or dispose of, from the Premises or from any doors, windows, balconies, porches or other parts of the Building, any dirt, waste, rubbish, or other substances or articles into any other parts of the Building or the adjacent land. Licensee agrees to secure all trash in a tied plastic bag and place in the receptacles provided by the University. No window draperies or any other window treatment may appear except those window treatments provided by the Lessor. No signs, flags, banners, advertisements or other displays may be made in any window at any time.

10.3 Upon the termination or revocation of this License, Licensee shall remove all of Licensee's possessions from the Premises and shall deliver up the Premises to the University, and all property belonging to the University, in good clean order and condition, reasonable wear and tear expected. If, at such time, the entire Premises, including range, oven, refrigerator, bathroom, closets, and cabinets, are not clean, the University will clean the Premises at Licensee's expense./

11. REPAIR AND MAINTENANCE: Licensee shall, at all times during the Licensee's occupancy of the Premises, keep and maintain the Premises, and all equipment and furnishings therein, in such good repair, order and condition as they are at the beginning of the term of this License, except only for reasonable wear and tear. Licensee shall reimburse the University upon demand for the reasonable cost of repair or replacement of any damage or loss to the Premises or Building resulting from Licensee's failure to perform Licensee's obligations to keep and maintain the Premises or Building resulting from the carelessness, neglect or improper conduct of Licensee or of Licensee's family, friends, relatives, invitees, visitors, agents or servants or from Licensee's breach of any provision of this License.

The University shall make such repairs to the Building, the Premises or the equipment located therein as it deems necessary. Licensee shall request repairs by calling (617) 353-4102 a maintenance request.

12. EXTERMINATION: Licensee shall cooperate fully with the University's extermination program for the Building and the Premises. Without limiting the general application of the foregoing, Licensee agrees to take all reasonable actions requested by exterminators hired by the University to prepare the Premises for extermination, including without limitation removing all items from shelves and cabinets, giving such exterminator access to the Premises and vacating the Premises during the extermination process. The failure to comply with the requirements of this section 13 shall entitle the University, without limitation, to terminate the License pursuant to Section 8, above.

13. UTILITIES: The University shall furnish heat during the regular heating season and reasonably hot and cold water as well as electricity, all in accordance with applicable law, except in the case of accident, or restriction by government regulations, or during necessary repairs and except for causes beyond the University's control. Licensee is responsible for all other utilities. Subject to applicable law, if any, the failure of the University to provide any of the foregoing items to any specific degree, quantity, quality, or character shall not form the basis of any claim for damages against the University. The University shall not furnish telephone service. Licensee shall not allow the heat, water, electricity or gas to be wasted. Licensee shall not allow any utilities included in the License Fee to be wasted.

14. GOVERNMENTAL REGULATION: Subject to applicable law, if any, Licensee's obligations under this License, including the obligation to pay the License Fee, shall not be affected or excused because the University is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repair, addition, alteration or decoration, or is unable to supply or is delayed in supplying any equipment or fixtures, if the University is prevented or delayed from so doing because of any law or governmental action, order, rule or regulation, any act of God, or any other cause beyond the University's reasonable control.

Licensee's Initials: _____

15. PLUMBING: The toilets, sinks, waste pipes and drains shall not be used for any purposes other than those for which they were constructed and designed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into them. Any damage caused by the misuse of such equipment shall be repaired at the expense of the licensee by whom or upon whose premises it shall have been caused.

16. INSURANCE: Lessee understands and agrees that it shall be Lessee's own obligation to insure his personal property.

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17. HALLS: No garbage, trash, or other receptacles, vehicles, bicycles, baby carriages, toys or other articles or obstructions shall be placed in the halls or other common areas or passageways of the Building or outside the Building.

18. APPLIANCES: High load appliances such as air conditioners, electric or automatic washing machines, or other like equipment shall not be permitted in or about the Premises. No exterior television antennas shall be permitted.

19. DISTURBANCE: Licensee shall not make nor permit Licensee's family, friends, relatives, invitees, visitors, agents or servants, to make any disturbing noise or other nuisance in or about the interior or exterior of Building that will interfere with the rights, comforts or convenience of other occupants of the Building. Licensee shall not allow children to be left unsupervised in the premises or in any common areas of the Building, including halls, stairways, playroom, laundry room or other interior or exterior public areas in or about the Building.

20. UNIVERSITY REGULATIONS: Licensee agrees to abide by the policies, procedures, rules and regulations which may be established by the University and the Office of Real Estate from time to time to protect the safety, care, cleanliness and orderly conduct of and in the premises and the Building. Licensee shall also abide by all other policies and procedures formulated by the University from time to time, including without limitation all academic and conduct rules, regulations and codes. Violations may subject Licensee to disciplinary action, which may include expulsion from the University, and/or the refusal by the University to accept future housing applications from Licensee, and/or revocation of this License. The University shall use its best efforts to enforce these regulations, but, in no event, provided it has acted in good faith, shall it be held liable to a licensee, licensee's family, friends, relatives, invitees, visitors, agents or servants, or guarantor, for any failure to effectuate these regulations.

21. IMPROPER USE: Licensee shall not make or allow any unlawful, improper, noisy or offensive use of the Premises or the Building, nor permit any nuisance therein, not make any use whatever of the Premises other than as and for a private residence.

22. KEYS AND LOCKS/KEY DEPOSIT: Licensee shall not add, change, alter or replace any locks. Two Building door keys, two keys to the Premises and one mailbox key are issued under this License. Licensee must return all such keys to the Office of Real Estate when Licensee vacates the Premises. Licensee shall pay a \$50.00 key deposit which will be returned to the Licensee, provided that all keys are so returned within twenty-four (24) hours after the unit is vacated. Licensee shall pay a \$50.00 charge per key lost, stolen or misplaced. If Licensee fails to return any keys, the University will change any locks involved, at Licensee's expense. Licensee shall pay to the University as an additional fee a \$50.00 service fee for any lock-out requiring the assistance of University personnel after normal business hours.

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

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

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

26. PARKING: There is no parking available to Licensee pursuant to this License. Parking may be arranged with the University Office of Parking Service, 775 Commonwealth Avenue, Boston.

27. PETS: No dogs (except seeing-eye dogs) or other animals, birds, reptiles or pets are allowed on the Premises or in the Building.

28. FIRE ARMS: Firearms of any type or other dangerous weapons are prohibited in the Premises.

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

30. FIRE PREVENTION: Space heaters, halogen lamps, candles, incense, Hoover boards and any other open flame devices are prohibited in the premises.

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31. DRUGS/ILLEGAL USE OF PREMISES: The University without exception, supports all state and federal laws regarding the use and possession of illegal drugs. Their use or possession and any other illegal activity, in the premises or in or about the Building is strictly prohibited. Violators will be subject to University disciplinary action as well as criminal prosecution under the law, in addition to revocation of this license.

32. SMOKING: Smoking is prohibited in the entire building in which the leased premises are located, including any common areas.

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

Licensee's Initials: _____

34. **RIGHT OF ENTER:** The University may enter upon the Premises at any time, if possible with notice, to inspect, to show the premises to prospective purchasers, licensees, occupant and mortgagees, to make necessary repairs or conduct normal maintenance, if the Premises appear to be abandoned by Licensee, and as otherwise permitted by Law.

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

36. **NOTICE TO LICENSEE:** Written notice from the University to Licensee shall be deemed to have been properly given if mailed by first class, registered or certified mail to Licensee at the Premises, or if delivered or left at the Premises, whether actually received or not.

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

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

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

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

41. **NON-SURRENDER:** Neither the vacating of the Premises by Licensee nor delivery of keys to the University shall be deemed a surrender or an acceptance of surrender of the Premises, unless so stipulated in writing by Licensee.

42. **ATTACHED FORMS:** All forms attached to this License are incorporated herein by reference, including, without limitation, the following forms: _____

43. It is expressly understood that this License constitutes only a License to occupy the Premises.

44. **LEAD PAINT CERTIFICATION:** Pursuant to the Massachusetts Lead Law, the Lessee certifies that the Lessee has received the following (check all received):

- Tenant Lead Law Notification (see addendum)
- Risk Assessment Report
- Lead Inspection Report
- Letter of Interim Control
- Letter of Compliance

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

IN WITNESS WHEREOF, the parties hereto have set their hands jointly and severally to duplicate copies of this License as of this day of _____, 20__; and Licensee states under the pains and penalties of perjury that Licensee is over the age of 18 years.

LICENSOR
TRUSTEES OF BOSTON UNIVERSITY

LICENSEE

by: _____
Signature

Signator

Gregory Wheeler
Printed/Typed name of Signature

Printed/Typed Name of Signature

Associate Director/Rental Operations
Title of Signature

School or College

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

Licensee's Initials: _____

ADDENDUM TO LICENSE AGREEMENT

LICENSEE: «First_Tenant»
 «Second_Tenant»
ADDRESS: 580 Commonwealth Avenue «Unit_»
 Boston, MA 02215
FROM: «Start_Date»
TO: «End_Date»

1. If there is more than one Licensee designated by this lease, the Licensees acknowledge that they are each jointly and severally liable for this license agreement. (Each Licensee is responsible for the entire rental amount for the entire term of this license agreement).
2. The Licensee shall pay to the Licensor the following additional charges:
 - (A) A Security Deposit equal to one month's rent which will be returned to the Licensee within thirty (30) days after the termination of this license agreement or upon the Licensee's vacating the premises completely, together with all of his possessions, whichever shall last occur, after deducting any unpaid rent or other charges due and reasonable amount necessary to repair any damage caused to the premises with the Licensee's consent, reasonable wear and tear excluded. **This deposit is not to be considered prepaid rent.**
 - (B) A \$50.00 key deposit, which will be returned to the Licensee provided that all keys are returned to the Licensor within 24 hours after the licensed premises are vacated.
 - (C) A \$50.00 charge for each lost, stolen, or misplaced key.
 - (D) A \$50.00 service fee for any lock-out requiring the assistance of the Licensor's personnel after normal business hours.
 - (E) An amount not to exceed \$50.00 for any building or apartment lock change (a) requested by the Licensee without any reasonable basis therefore (e.g., security problems, malfunctions, and the like), or (b) required due to negligence or wrongful acts of the Licensee.
 - (F) A \$25.00 Service Fee for each check submitted to the Licensor which is returned or unpaid.
 - (G) Constable fees for service required as a result of the Licensee's default under this license agreement.
 - (H) Interest at the rate of 18% per year (1 1/2% per month) on rent overdue thirty (30) days or more.
3. A request for the termination of this License prior to the end of the License term must be submitted in writing to the Real Estate Office at least thirty (30) days in advance of the requested termination date (Licenses may only be terminated on the last day the month). The request must be accompanied by an early termination fee in an equal to two months License fees.

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If this premature License termination results in a loss to the Licensor, the total fee obligations to the Licensor will not exceed two months fees. In the event the apartment is re-rented during the two-month rental obligation period, then a prorated amount predicated on the new occupancy date will be refunded to the Licensee. The Licensee's security deposit may be applied to the Early Termination Rental Obligation if, upon inspection, no damage, other than normal wear and tear, is evidenced in the apartment. Failure to vacate the premises on the agreed -upon date will result in an additional \$100.00 charge for every day the Licensee remains in residence.

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4. If lessee is responsible for providing and paying for the electricity, gas, or any other utility to the leased premises, it is lessee's responsibility to contact the electricity provider to set up an account with said provider. The account shall commence on the first day of tenancy and terminate on the final day of tenancy. Further, the lessee is responsible for all payments to electricity provider beginning on the first day of tenancy and terminating on the final day of tenancy in the leased premises. The lessor will provide the electricity provider any assistance necessary in obtaining information required with regard to any unpaid electrical bills which could result in possible collections activity.
5. The Licensee shall remove all trash and garbage from the licensed premises in tied plastic bags and dispose of such in the dumpster provided by the Licensor. The Licensor may change such disposal procedures upon written notice to the Licensee.
6. Without limiting the general application of the restrictions on use of the licensed premises and on assignment and subletting of the licensed premises set forth elsewhere in this license agreement, Licensee agrees that it shall not use the licensed premises or any part thereof for the operation of a daycare or babysitting operation, or any operation whereby any minors other than the natural or adopted children of the Licensee are cared for or left in charge of Licensee or any other person.
7. The Licensee's failure to abide by the Licensee's obligations and covenants contained herein or to make payments of the additional charges, if applicable, within thirty (30) days after the Licensor gives the Licensee notice thereof shall be a default under the license agreement.

Licensor:
TRUSTEES OF BOSTON UNIVERSITY
Real Estate

BY: _____ DATE:
Gregory Wheeler
Associate Director/Rental Operations

I hereby acknowledge that I have read this Addendum to License Agreement and agree to the terms and conditions set forth herein.

Licensee _____ DATE: _____

Licensee's Initials: _____