



# MIT Graduate Student Housing License Agreement

Please Note: This is your (the "Licensee") license agreement (the "License Agreement" or the "Agreement") for MIT graduate student housing. As a licensee, you are provided a license agreement that does not provide the same privileges as a tenant under a lease. Your assignment to MIT graduate student housing will not be complete until you submit this License Agreement.

*Please print a copy of this License Agreement for your records.*

# MIT Graduate Housing License Agreement

**Student Name:**

**Building Assignment:**

**Type of Housing Unit:**

**Room Assignment:**

**Cost of Housing (per month):** (the "License fee")

**This License Agreement is an:** assignment effective from the date assigned by Housing & Residential Services (HRS) in your confirmation email (the "License Agreement Effective Date"), and effective until the License Expiration Date, unless explicitly extended in writing by HRS, or terminated early, in accordance with the Sections 5 and 6 below: Termination of License Agreement, and; Violation of Terms of License Agreement. (collectively, the "License Term").

**License Expiration Date: 7/31/2024**

Special notification for residents of Edgerton House (NW10) located at 143 Albany Street, Cambridge, MA 02139

The real property covered under this License Agreement is subject to a Notice of Activity and Use Limitation ("AUL"), in accordance with 310 CMR 40.1074(5), as recorded on March 12, 2020, with the Commonwealth of Massachusetts Registry of Deeds, Middlesex South County, Bk 74277, Pg:149, on Plan No. 199 of 2020. This AUL does not restrict MIT's use of the property as a residence for students, and does not restrict your activities as a resident, other than as set forth in this License Agreement and MIT Housing policies.

## 1. General Conditions

**1.1 Residency:** Residency in MIT graduate student housing is restricted to full-time MIT graduate or undergraduate students who are enrolled in a degree program and registered as a student for the semester(s) of residency. Individuals with other appointments, as set forth on Housing for Visitors webpage (<http://studentlife.mit.edu/visitors>), may also reside in MIT graduate student housing with the approval of HRS. MIT graduate student housing must be used as the primary residence of the Licensee, and, if assigned to a Family Housing unit, the primary residence of the Licensee's immediate family (spouse, partner, legal dependents).



**1.2 General Requirements:** Licensee, authorized occupants, immediate family (spouse, partner, legal dependents, if applicable), and all guests must:

- a. Comply with all applicable federal, state, and local laws, regulations, and ordinances (collectively, the "Laws");
- b. Comply with all applicable MIT policies, including, without limitation, those set forth in MIT Policies and Procedures (<https://policies.mit.edu/policies-procedures>), the Mind and Hand Book (<http://handbook.mit.edu>), the Housing Policies (<http://studentlife.mit.edu/housing/housing-policies>), general access policies (<https://now.mit.edu/policies/>) and any policies specific to Licensee's campus residence (<http://studentlife.mit.edu/housing/graduate-family-housing/moving/license-agreements>) (Please review each graduate residence's website for building specific policies.), all of which are subject to change without notice (collectively, "MIT Policies"); MIT reserves the right to revise and amend the Housing Policies, the terms and conditions on the HRS website, and any other MIT policies and procedures, at any time. Licensee is advised to review applicable MIT Policies regularly during License Term.
- c. Comply with the terms of this License Agreement;
- d. Not interfere with the comfort, safety, health, welfare, or quiet enjoyment of neighbors or other residents;
- e. Not use MIT graduate student housing to conduct any business activity, including any type of solicitation, sales, or promotion;
- f. Comply with MIT's non-smoking policies (See: <https://studentlife.mit.edu/housing/housing-policies/smoking> ). Smoking is strictly prohibited in all areas of all MIT graduate student housing buildings at all times, including roof decks;
- g. Not bring to, use or store at the Premises any items or animals/pets prohibited by MIT policies, which can be found here: <http://studentlife.mit.edu/housing/student-policies,edu/housing/student-policies>, and include, without limitation, equipment, other property or materials that pose health, sanitation or safety risks. Additional prohibited items include the following:
  - i. Waterbeds
  - ii. Dishwashers and washing machines of any kind, unless provided by MIT.
  - iii. With the exception of assistance (emotional support and service) animals approved by MIT's Disability and access Services Office, and fish kept in a tank of 20 or fewer gallons, pets/animals are not permitted.

**1.3 Sublicense:** Sublicensing of MIT graduate student housing to another person is strictly prohibited except under the conditions outlined in this section. If there is an attempt to sublicense except under these limited conditions, this License Agreement will be terminated immediately and Licensee will be required to vacate their room. Termination fees and policies will apply. With the written approval of HRS, sublicensing is permissible during IAP and the summer months, as described on the Sublicense web page (<https://studentlife.mit.edu/sublicensing>). Sublicense forms must be completed by both the Licensee and the Sub-licensee, and are available online within the Housing Portal (link: <https://mit.starrezhousing.com/StarRezPortalX>). Failure to notify HRS of a sublicense will result in the removal of the Sub- licensee from the unauthorized assignment and could result in the loss of campus housing privileges for the Licensee. All sub-licensees must be affiliates of MIT, as follows: Sublicensee:



Current MIT student who sublicenses an MIT on-campus housing unit from a current student license holder through the Sublicense process.

Licensees living in Sidney-Pacific Graduate Residence Hall Quads ("S-P") are NOT permitted to sublicense their housing at any time. The reduced fee for early termination of summer housing requested is \$250, in addition to the monthly License fee. If any Licensee wishes to terminate their housing for the summer period (6/1-7/31) without full penalty, they may do so prior to May 1<sup>st</sup>, by completing and submitting the Graduate Housing Termination Form. The termination form is available on-line from the Housing Office website.

**1.4 Leadership Positions:** If Licensee's assignment to graduate student housing is made on the basis of Licensee's appointment to a leadership position in a graduate building's house government, then this License Agreement is conditional on Licensee's satisfactory performance of the duties of that position, as determined by the Head(s) of House or HRS staff. Failure to satisfactorily perform the required duties will be considered a violation of this License Agreement and Licensee, including other authorized occupants (if any) under Licensee's License, may be required to vacate their assigned housing upon thirty (30) days' notice.

**1.5 Guests:** In addition to compliance with the terms of this License, for additional information regarding current guest policies, please visit: <http://studentlife.mit.edu/guests> These policies are subject to change at any time during this License term and will otherwise be subject to MIT's current graduate housing policies.

#### **1.6 Condition of Assignment; Maintenance and Repairs**

1.6.1 Condition of Student Housing: Unless Licensee reports any damages discovered within the first week of the License Term, Licensee is deemed to have accepted the assignment as-is. UNLESS OTHERWISE STATED HEREIN, LICENSEE ACCEPTS THE PREMISES AND THE FIXTURES, APPLIANCES AND FURNITURE IN THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ALL FAULTS. MIT MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES OR OTHER PROPERTY FURNISHED BY MIT WITHIN THE PREMISES.

1.6.2 MIT graduate student housing must be maintained in a safe and sanitary condition and may not be altered, neglected, or abused in any way. Licensee will be charged for cleaning and/or for any damage. <http://studentlife.mit.edu/housing/student-policies/damages>. Altering, replacing, or installing additional locks is prohibited.

1.6.3 Damages: Individuals will be held financially responsible for any damages, vandalism, missing items, or unsatisfactory conditions that they cause in their room, suite, floor, or common areas. Please consult the damage policy for additional information <http://studentlife.mit.edu/housing/student-policies/damages>.

1.6.4 Personal Property and Insurance: MIT is not responsible for the personal property of Licensees, their family members, or their guests. This includes items delivered to MIT on Licensee's behalf, property in storage areas and property in individual MIT graduate student housing units. MIT strongly recommends that all Licensees procure personal property insurance to protect their property from loss



or damage due to theft, fire, flood, water leakage, vandalism, and any other hazards. Licensee acknowledges and agrees that personal property insurance will be the sole means to recover for such losses. Additional information regarding personal property insurance is available on the HRS website, <https://studentlife.mit.edu/housing/housing-policies/personal-property-insurance>. Licensees who choose not to procure personal property insurance do so at their own risk. MIT also recommends that Licensees keep all housing unit windows and doors locked at all times. It is Licensee's responsibility to secure personal property during vacation periods and any belongings left behind during such periods are, and remain, the sole responsibility of Licensee. HRS reserves the right to remove and dispose of any unidentified or unclaimed items from storage areas during and after occupancy.

By typing my full name here, I understand my sole responsibility for the protection of my personal property:

MIT will not be liable to Licensee, including immediate family and guests, for personal injury or damage or loss of personal property, including any vehicle Licensee owns or is in Licensee's care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by the gross negligence or willful misconduct of MIT.

1.6.5 Extermination: Upon adequate notice (usually a minimum of 48 hours), Licensee must provide the House Operations Manager or authorized representative with reasonable access to their student housing and must prepare the space for the purpose of extermination of insects and vermin. Licensee must actively comply with the extermination and treatment plan. Failure to conform to these requirements or make alternative arrangements with the House Operations Manager shall be a violation of this License Agreement and Licensee will be assessed a charge in order to prepare the student housing space for extermination at a future date. If a Licensee becomes aware of insects or vermin on the premises, Licensee should immediately notify the House Operations Manager.

1.6.6 Facilities Issues: Licensee should complete a work order request in the Atlas system (<http://atlas.mit.edu>).

- 1.7 Evacuation:** All residents must evacuate their buildings and gather in designated areas during all emergency alarms, as required by law. If a resident fails to evacuate during an emergency alarm:
- a. The Licensee will be fined \$150 for the first offense. Licensee may also be required to do community service and/or face immediate eviction.
  - b. Licensee's License Agreement will be terminated for the second offense. Licensees will be subject to the current termination policies.

**1.8 Residents in Accessible Units/Rooms:** Any non-disabled Licensee residing in MIT student housing that has been modified for persons with disabilities may be transferred should the need for the accessible unit/room arise. HRS will cover the cost of reasonable moving expenses if such a move is required.



## 2. Billing

### 2.1 Fees include:

- a. License fees for use of MIT student housing;
- b. House tax (varies by building);
- c. Fees for lost keys, cleaning, damaged items, late check out etc.; and
- d. Transfer fees as outlined on the transfer request webpage: <http://studentlife.mit.edu/housing/graduate-family-housing/current-residents/internal-transfers>.
- e. Cancellation or Termination fees for non-approved early cancellations or terminations of the License Agreement, as outlined on the HRS website: <https://studentlife.mit.edu/housing/graduate-family-housing/moving-out>

2.2 License fees and house taxes are billed on the first of each month. License fees may be prorated at the start of a license period; however, house tax is not. Other fees for housing will be billed as they occur. All fees for Licensees who are enrolled as MIT students are billed through Licensee's student account each month by Student Financial Services and must be paid in accordance with the terms of that account. Fees for the few authorized Licensees who are not registered as students must be paid through MIT's Accounts Payable System, by personal check, debit or credit card. For such payments, Licensee will be responsible for return check fees, in addition to late charges, for any payments that are not submitted by the due date reflected on the invoice.

MIT may impose additional charges or credits at any time based on changes in utility fees and other costs. In such cases, Licensee will be notified of the amount and effective date of such additional charges or credits.

Under no circumstances may Licensee withhold or reduce any fees. The presence of vermin, cockroaches, bed bugs, or other pests in the building, or failure of MIT to provide electricity, hot or cold water or heat during the regular heating season, in any specific amount, or to any specific standard, are not reasons for reduction, abatement, or withholding of License fees or house taxes. Licensee shall claim no adjustment or other compensation for inconvenience or discomfort arising from the making of repairs or improvements to the MIT graduate student housing unit, the building, or any appliance.

Failure to make payments of License fees or other fees may result in a registration/graduation hold, a loss of graduate housing assignment and may affect future eligibility for graduate student housing. Licensee's payment obligations shall survive the termination of this License Agreement.

## 3. Access; Right of Entry

3.1 **General Access:** Please refer to MIT Housing Policies: (<https://studentlife.mit.edu/housing/housing-policies/keys>) regarding general access to the building and your living assignment, including:

- a. Access cards and keys. Keys for initial occupancy may be picked up 24 hours a day, 7 days/week.
- b. Locks. Altering, replacing, or installing additional locks is prohibited.
- c. Additional fees for lost or stolen keys and lock replacement.



**3.2 Right of Entry:** MIT recognizes that entry into Licensee's living space is a sensitive privacy concern, and MIT endeavors to respect Licensee's privacy to the greatest extent possible. Because MIT residences are MIT property, however, authorized MIT personnel have the legal right to enter MIT graduate student housing under certain circumstances. Although MIT will usually give reasonable advance notice prior to entry, Division of Student Life (DSL) staff, HRS staff, Area Director, the House Operations Manager, the Head(s) of House, and their agents or contractors, as well as the MIT Police, shall have the right, with or without prior notice, to enter MIT graduate student housing, including any individual living space, at any time when it is determined there might be a risk to life, safety, health, well-being, or property, or as necessary to ensure compliance with applicable Laws and MIT Policies. Entry without advance notice is also allowed for maintenance services or when one or more bedrooms are vacant within an apartment.

DSL staff, HRS staff, Area Director, House Operations Manager, or Head(s) of House reserve the right, with advance notice to Licensee, whenever reasonably possible, to inspect the condition of the MIT graduate student housing unit generally and for fire and health hazards; to show the MIT graduate student housing unit to prospective residents; to make repairs, installations, additions, or alterations to the MIT graduate student housing unit or to the building; to remove placards, signs, fixtures, alterations, or additions to the premises; and to respond to any other conditions which are, or are reported to be, in violation of the standards outlined in this License Agreement.

## 4. Eligibility; Registration Status

**4.1 Proof of Eligibility:** Licensee is required to supply documentation of an established household, such as marriage certificate, documentation proving cohabitation, birth certificates of children or proof of legal custody or guardianship, proof of legal or financial dependency of an adult such as tax forms, or medical proof of pregnancy. If Licensee's eligibility is questioned, either before or during residency, HRS may require additional documentation. Failure to provide documentation to HRS' satisfaction or falsification of information will be considered violations of this License Agreement. HRS will verify family status, at its discretion.

**4.2 Family Member(s) Arrival:** Licensees may live in their assigned MIT student family housing unit for thirty (30) days prior to the arrival of their family members. At the time of the family members' arrival, HRS must be notified and the family members must present the required documentation (photo ID and/or visa) to HRS. If the family members have not taken up occupancy in MIT student family housing within the 30-day period, Licensee will be required to move out of family housing. Ordinarily, a two-week notice to vacate will be issued to Licensee, and Licensee will be responsible for house fees until the housing unit is reoccupied.

**4.3 Changes in Family Status:** Licensees must report all changes in their established household to HRS immediately. Failure to do so will be considered a violation of this License Agreement. A change in household status includes: a family member's or student's plan to take an extended trip (for personal or academic purposes), a divorce or separation, or a change in the number (i.e. birth of a child) of immediate family members residing in MIT housing. If there is a change in status and Licensee remains eligible for student family housing, a transfer to a more suitable housing unit may be necessary. There is a transfer fee and, in most cases, a waiting period. If there is a change in status and Licensee is no longer eligible for student family housing, Licensee will be required to vacate the unit. In the event of the death of Licensee during the License



Term, MIT may, in its sole discretion, agree to allow the immediate family to remain at the assigned living area for the shorter of, the end of the then-current academic semester, or License Term, subject to all other terms of this License Agreement.

**4.4 Registration Checks:** There will be registration checks during the fall and spring terms. If Licensee fails to register as a full-time regular graduate or undergraduate student during the semester of residency, or has a change in student status, Licensee is no longer eligible to remain in MIT graduate student housing and is required to notify HRS of any registration changes. In such cases, this License Agreement will be terminated with written notice from HRS and Licensee will be required to vacate graduate student housing. Individuals with other MIT appointments, as set forth on the Housing for Visitors web page, <http://studentlife.mit.edu/housing/graduate-family-housing/get-housing/housing-visitors>, are exempt from this provision, with the prior approval of HRS.

**4.5 Completion of a Degree Program:** Notwithstanding any other time periods set forth in this Agreement, Licensee must vacate MIT graduate student housing upon completion of a degree program, and this License Agreement will terminate at the end of the final term in which Licensee is registered as a student. For purposes of this Agreement, the "end of the fall 2023 term" shall be January 31, 2024 and "the end of the spring 2024 term" shall be July 31, 2024, unless otherwise indicated herein. Any student who completes a degree program more than 90 days before January 31<sup>st</sup> or June 30<sup>th</sup>, shall be required to vacate at the end of the month in which they complete their degree.

**4.6 Non-Resident Doctoral Thesis Research:** Residency will be terminated immediately if Licensee registers for non-resident doctoral thesis research status.

## 5. Termination of License Agreement

(See also Section 6, Violation of Terms of License Agreement)

### 5.1 Approved Terminations:

5.1.1 Licensee may terminate this License Agreement during its term only if Licensee experiences an eligible status change. Eligible status changes include: suspension or withdrawal from MIT, graduation, academic-required internship, medical leave, non-resident status and certain changes in family status. In order to terminate this License Agreement, Licensee must complete a termination form and indicate the effective departure date from graduate student housing. The termination form is available on-line, <http://studentlife.mit.edu/housing/graduate-family-housing/moving-out>, and is the only means of notification that HRS will accept. Licensee must give a minimum of thirty (30) days' written notice prior to the end of the month in which Licensee's termination date falls and must submit proof of status change at that time.

5.1.2 Students taking a leave of absence from the Institute will need to complete a termination form, but are not required to give 30 days' notice and will not be subject to any termination fees. Students taking a leave will need to vacate their apartment within 14 days of the effective date of their leave.

5.1.3 Fire or Other Casualty Event- Termination by MIT: This Agreement may be terminated or Licensee's housing privileges suspended, if access to, and/or use of the residence hall is hampered, interrupted, or



rendered impossible, hazardous, or otherwise interfered with, by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, an epidemic, pandemic, or other public health emergency, any act or order of any public authority, administrative or judicial regulation, order, or decree, any local, state, or national emergency, or any other cause or event beyond MIT's reasonable control. If the building and/or living area of Licensee's assignment is materially damaged by fire or other such casualty event, MIT, in its reasonable judgment, may terminate this License Agreement, within a reasonable time after such determination, by giving Licensee written notice of such termination. If MIT determines that material damage has not been caused to the building, and MIT elects to restore it without termination of this License Agreement, MIT may temporarily relocate the Licensee elsewhere on campus or within a reasonable distance of the campus and Licensee will have no right to withhold or reduce the License fee, for such temporary relocation.

**5.2 Billing at License Termination:** Licensees terminating their License Agreement for an approved reason are responsible for:

- a. Providing at least 30 days' notice, by completing the termination form along with all necessary documentation to support reason for termination and;
- b. License fees and house tax until the end of the month in which Licensee's Termination Date falls. For example: If HRS receives Licensee's termination form and all required documentation on November 15<sup>th</sup>, Licensee is responsible for License fees and house tax until December 31<sup>st</sup>. December 15<sup>th</sup> would be the Licensee's Termination Date, but Licensee is also responsible for License fees and house tax until the end of the month in which the Termination Date falls.
- c. Students who are taking an approved leave of absence from MIT will not be subject to 30 days' notice or early termination fees.

**5.3 Unapproved Terminations:** Licensees who vacate MIT graduate student housing during the period covered by the License Agreement without an eligible status change will remain responsible for all License fees and house tax, as outlined above, and will be charged additional fees until the housing unit or vacancy resulting from unapproved termination is occupied by a new Licensee, or the License Agreement expires, whichever occurs first. However, if a MIT graduate student housing unit or vacancy is filled mid-month, the initial Licensee remains responsible for License fees and house tax until the day the new licensee moves in.

**5.4 Early Termination Fees:** Licensees terminating their License Agreement for any reason, approved or unapproved, and moving out during the months of September, October, February, or March, may be assessed an early termination fee equal to one month's current License fee.

**5.5 Unauthorized Occupancy Fee:** Licensees who do not vacate their apartment by their approved departure date will be subject to a late departure fee of \$595.

**5.6 Key Returns:** All keys and, if applicable, gate cards and access cards must be returned in person, by the time specified in the License Agreement at the end of the License Term or upon early termination of this Agreement. No keys or access cards will be accepted by mail.





## 6. Violation of Terms of License Agreement

**MIT may, in its sole discretion, terminate this License Agreement and Licensee's residency** and/or temporarily or permanently remove Licensee from housing or relocate Licensee to another residence hall (i) in the event of a failure to comply with this Agreement, including, without limitation, the Housing Policies; any additional terms, conditions, protocols or other guidance posted on the HRS website; any other MIT policies and procedures, and/or any applicable federal, state, or local law, regulation, or ordinance; (ii) in connection with the review or investigation of a crime or violation of law or policy, or; (iii) to ensure the health, safety, and well-being of Licensee and/or the MIT community, in MIT's reasonable judgment. If appropriate under the circumstances, MIT will make reasonable efforts to provide Licensee with advance notice of such termination, removal, or relocation. In the event MIT is required to take actions as a result of triggering events described in (i) and (ii) above, it may make Licensee ineligible to reapply for MIT housing in the future.

**By entering my full name, MIT ID number and today's date, and by clicking the submit agreement button below, I represent that I have read, understand, and will comply with all of the terms and conditions of this License Agreement, as well as other policies, terms, and conditions that may, from time to time, be issued by MIT or Housing & Residential Services.**

**To sign this License Agreement, please type in your full name, MIT ID number and today's date below.**

**Please Type in your MIT ID Number:**

**Date:**

**Electronic Signature:**