

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. 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:	[Student Full Name]
Building Assignment:	[Facility Full Name]
Type of Housing Unit:	[Facility Type of Housing Unit]
	Room number subject to change. The monthly charge for this MIT student housing assignment is
Cost of Housing:	[Facility Cost of Housing]
This is a:	[Resident License Status]
	assignment effective from the date assigned by the Housing Office in your confirmation email, and effective until
License Expiration Date:	[Resident License Expiration Date]

This Agreement is effective from the date assigned by Housing & Residential Services (HRS) in your confirmation email until July 31, 2020, unless explicitly extended in writing by HRS. Only renewable assignments are eligible for yearly renewal, provided that eligibility requirements are met. Renewed assignments begin on August 16, 2019, upon the expiration of your current license, and are subject to the terms of this Agreement.

General Conditions:

- **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 web page (<http://studentlife.mit.edu/housing/graduate-family-housing/get-housing/housing-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).

- **General Requirements:** Licensee, his/her immediate family (spouse, partner, legal dependents, if applicable), and all guests must:
 - Comply with all applicable federal, state, and local laws, regulations, and ordinances;
 - 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>), and any policies specific to Licensee's house, all of which are subject to change without notice;
 - Comply with the terms of this License Agreement;
 - Not interfere with the comfort, safety, health, welfare, or quiet enjoyment of neighbors or other residents;
 - Not use MIT graduate student housing to conduct any business activity, including any type of solicitation, sales, or promotion.
- **Sublicensing:** Sublicensing of MIT graduate student housing to another person is strictly prohibited under all circumstances, except under the conditions outlined in the "Sublicenses" section of this License Agreement. If there is an attempt to sublicense outside of these conditions, this License Agreement will be terminated immediately, and Licensee will be required to vacate his/her room. Termination fees and policies will apply.
- **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 of House or HRS staff. Failure to satisfactorily perform the required duties will be considered a violation of this License Agreement and Licensee may be required to vacate his/her room upon thirty (30) days' notice.
- **Overnight Guests:** Overnight guests are permitted in accordance with the Housing Policies, (<http://studentlife.mit.edu/housing/housing-policies>), and the policy of each individual house.
- **Prohibited Items:** In addition to items prohibited by MIT and Housing policies (see <http://studentlife.mit.edu/housing/housing-policies>), the following are prohibited in MIT graduate student housing at all times:
 - waterbeds
 - pets of any kind

- dishwashers of any kind
 - washing machines of any kind
- **Condition of Student Housing:** MIT graduate student housing must be maintained in a safe and sanitary condition and may not be altered or abused in any way. Licensee will be charged for any damage (<http://studentlife.mit.edu/housing/housing-policies>). Altering, replacing, or installing additional locks is prohibited.
- **Smoking:** Smoking is strictly prohibited in all areas of all MIT graduate student housing buildings at all times, including roof decks. Violation of this policy will be considered a violation of this License Agreement.
- **Evacuation:** All residents must evacuate their buildings and meet in designated areas during all emergency alarms, as required by law. If a resident fails to evacuate during an emergency alarm:
 - A fine of \$150 will be added to Licensee's bill for the first offense. Community service and/or immediate eviction will also be considered.
 - The second offense will result in the Licensee having his/her License Agreement terminated. Licensees will be subject to the current termination policies.
- **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 trunk rooms and other 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. 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.

Note: MIT's Office of Insurance has recommended College Student Insurance (now Arthur J. Gallagher & Co.) for students interested in purchasing renter's insurance. More information and instructions to enroll can be found at <https://www.collegestudentinsurance.com>.

- **Extermination:** Upon adequate notice (usually a minimum of 48 hours), Licensee must provide the House Operations Manager or authorized representative with reasonable access to his/her student housing and must prepare the space for the purpose of

extermination of insects and vermin. **Licensee must actively comply with 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.

- **Disabled Access:** 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 disabled-access space arise.
- **Facility Issues:** Licensee should complete a work order request in the Atlas system (<http://atlas.mit.edu>).

Billing:

Fees include:

- Rent for use of MIT student housing;
- House tax
- Fees for lost keys, cleaning, damaged items, late check out etc.; and
- Transfer fees as outlined on the transfer request webpage:
<http://studentlife.mit.edu/housing/graduate-family-housing/current-residents/internal-transfers>

Rent and house taxes are billed on the first of each month. Rent 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 Licensees who are not registered as students must be paid through MIT's Accounts Payable System (SAP).

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 rent or tax. 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 rent or other fees may result in a loss of graduate housing assignment and may impede future opportunity for graduate student housing.

Right of Entry

MIT recognizes that entry into Licensee's living space is a serious matter, 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, wellbeing, or property, or as necessary to ensure compliance with applicable federal, state, and local laws, regulations, and ordinances, and 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>), and Housing policies (<http://studentlife.mit.edu/housing/housing-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 in violation of the standards outlined in this License Agreement.

Registration Status

- **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. 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.

- **Completion of a Degree Program:** Notwithstanding any other time periods set forth in this Agreement, Licensee must vacate his/her 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 2019 term" shall be January 31, 2020 and "the end of the spring 2020 term" shall be July 31, 2020, unless otherwise indicated herein. Any student who completes a degree program more than 90 days before January 31 or June 30 shall be required to vacate at the end of the month in which they complete their degree.
- **Non-Resident Doctoral Thesis Research:** Residency will be terminated immediately if Licensee registers for non-resident doctoral thesis research status.

Student Family Housing

Licensee must be residing with his/her spouse or partner on a full-time basis, and/or be a parent with full custody of his/her children, and/or serve as a legal dependent of a family member to be eligible for MIT student family housing.

- **Proof of Eligibility:** Licensee must 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 further 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 each semester at its discretion.
- **Family Member(s) Arrival:** Licensee may live in his/her MIT student family housing unit for thirty (30) days prior to the arrival of his/her family members. At the time of the family members' arrival, HRS must be notified and the family 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, 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.
- **Changes in Family Status:** Licensees must report all changes in your established household to HRS immediately. Failure to do so will be considered a violation of this

License Agreement. A change in your 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 must vacate the unit.

Sublicenses

With the written approval of HRS, sublicensing is permissible during IAP and the summer months as described on the Sublicense website (<http://sublicensecenter.mit.edu>). Sublicense forms are available online and must be completed by both the Licensee and the Sub-licensee. Failure to notify HRS of any sublicenses will result in the eviction of the Sub-licensee and could result in the loss of campus housing privileges for the Licensee. All sub-licensees must be affiliates of MIT as defined on the MIT sublicense website.

- Licensees living in Sidney-Pacific Graduate Residence Hall Quads ("S-P") are NOT permitted to sublicense their housing at any time.

Termination of License Agreement

(See also section entitled Violation of Terms of License Agreement)

- **Approved Terminations:** Licensee may terminate his/her License Agreement during its term only if Licensee experiences an eligible status change. Eligible status changes include: suspension or withdrawal from MIT, graduation, department-required internship, medical leave, non-resident status and certain changes in family status. In order to terminate his/her License Agreement, Licensee must complete a termination form and indicate the effective departure date from his/her graduate student housing. The termination form is available on-line (<http://myhousing.mit.edu>) and is the only means of notification that HRS will accept. Licensee must give a minimum of thirty (30) days written notice to terminate occupancy and must submit proof of status change at that time.
- **Students taking a leave of absence** from the Institute, will need to complete a termination form, however 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.

- **Billing:** Licensees terminating their License Agreement for an approved reason are responsible for:
 - Rent and house tax for thirty (30) days from the date HRS receives the termination form and all required documentation (the 30th day is Licensee's "Termination Date") and;
 - Rent 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, Licensee is responsible for his/her rent and house tax until December 31. December 15 would be the Licensee's Termination Date, but Licensee is also responsible for rent and house tax until the end of the month in which his/her Termination Date falls.
 - Students who are taking a leave of absence from MIT will not be subject to 30 days' notice or early termination fees.
- **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 rent 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 rent and house tax until the day the new tenant moves in.
- **Early Departure Fees:** Licensees terminating their License Agreement for any reason, approved or unapproved, and moving out during the months of September, October, February, or March, will be assessed an early departure fee equal to one month's current rent and house tax.
- **Late Departure Fees:** Licensees who do not vacate their apartment by their approved departure date will be subject to a late departure fee of \$595.
- **Extension of Housing for Commencement:** Licensees whose names are on the MIT June degree list may remain in their MIT student housing through the end of their License term. If such Licensees wish to stay only for Commencement, they can choose to terminate on June 8, June 15 or June 30, however, they must complete a termination form at least thirty (30) days in advance of the June termination date.
- **Housing & Residential Services Office Terminations:** HRS reserves the right to terminate this Agreement at any time based on violations of this Agreement, any MIT

policies, any federal, state, or local laws, as well as for any change in student or family status.

Violation of Terms of License Agreement

MIT may, in its sole discretion, terminate this License Agreement and Licensee's residency for a violation of any of the terms of this License Agreement. MIT reserves the right to exclude Licensees from the premises in the event of serious health or safety concerns or for violations of this Agreement or any MIT policies. MIT may, but is not required to, make reasonable efforts to provide the Licensee with reasonable notice of termination for certain violations of the terms of the License Agreement. Violations may also make Licensee ineligible to reapply for MIT campus housing. A Licensee may also be temporarily re-assigned or removed from MIT housing, at MIT's sole discretion, if he/she poses a threat to the safety or welfare of the other residents, or in connection with the investigation of a crime, an unlawful act, or a violation of MIT policies as set forth above.

Building-Specific Rules & Regulations

Ashdown House (NW35)

The house government at **Ashdown House (NW35)** has the following additional requirements for Licensees living in Ashdown House. Non-compliance with these requirements will be considered a violation of this License Agreement:

- All Licensees are required to abide by the rules and policies specific to Ashdown, which can be found at <http://scripts.mit.edu/%7Eashdown/policies.php>.
- Common rooms and other House facilities must be used exclusively for the purposes for which they are designated.

Sidney-Pacific (NW86)

The house government at **Sidney-Pacific (NW86)** has the following additional requirements for Licensees living in Sidney-Pacific. Non-compliance with these requirements will be considered a violation of this License Agreement:

- All Licensees are required to abide by the Sidney-Pacific room-reservation policy, which governs the reservation of public spaces in the building, as well as the Sidney-Pacific quiet-hour policy. These policies may be found at http://s-p.mit.edu/resources/common_space_policy.php.

- Furniture in Sidney-Pacific common areas must remain in the common area to which it is designated. Furniture in Sidney-Pacific resident rooms must remain in the resident room to which it is designated.
- No storage space is available for Licensees. All student property must fit in resident rooms in addition to the furniture provided by MIT.
- If you are a resident of Sidney Pacific, all residents who transfer will be charged a \$200 fee per transfer to help offset the cost of turning over the apartment.

The Warehouse (NW30)

The house government at the **Warehouse (NW30)** has the following additional requirements for Licensees living in the Warehouse. Non-compliance with these requirements will be considered a violation of this License Agreement and may also result in the assessment of fines:

- All Licensees must comply with the Warehouse rules governing quiet hours and use of the common spaces, which are posted in the building.

By entering my full name, MIT ID number and today's date, and by clicking the submit agreement button below, I indicate 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.