

MIT Graduate Student Housing License Agreement

Please Note: This is a license agreement ("License Agreement" or "Agreement") for MIT graduate student housing. As licensee under this License Agreement, you ("Licensee") are not granted the same privileges as a tenant under a lease agreement. Your assignment to MIT graduate student housing will not be complete until you sign and submit an executed copy of 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:

(the "Licensed Premises")

Cost of Housing (per month):

(the "License Fee")

This License Agreement is effective from the date housing is assigned by Housing & Residential Services ("HRS") in your confirmation email (the "License Agreement Effective Date") until the License Expiration Date stated below, unless explicitly extended in writing by HRS, or terminated early, in accordance with the Sections 5 and 6 below (such period, as may be extended, terminated or otherwise modified, the "License Term").

License Expiration Date: 7/31/2026 *(subject to change in accordance with the terms herein)*

[Special notification for residents of Edgerton House (NW10) located at 143 Albany Street, Cambridge, MA 02139. Also applicable for Grad Junction.

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, as recorded on March 12, 2020, with the Commonwealth of Massachusetts Registry of Deeds, Middlesex County South District, Bk 74277, Pg 149, and as shown 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, MIT Policies (as defined below) or other Applicable Law (as hereinafter defined).]

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 the Housing for Visitors webpage (<https://graduatehousing.mit.edu/housing-for-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 and its authorized occupants, including sublicensees, immediate family (spouse, partner, legal dependents, if applicable), and all guests (collectively, "Licensee Parties") must:

- a. Comply with all applicable federal, state and local laws, ordinances, rules, regulations, statutes, by-laws, court decisions, and orders and requirements of all public authorities (collectively, "Applicable Law");
- b. Comply with all applicable MIT policies and procedures, whether now or hereafter in effect and all of which are subject to change without notice (collectively, "MIT Policies"). MIT Policies include, without limitation, those policies and procedures set forth in MIT Policies and Procedures (<https://policies.mit.edu/policies-procedures>), the Mind and Hand Book (<http://handbook.mit.edu>), the Committee on Discipline (<https://cod.mit.edu/rules>), and the Housing Policies (<https://studentlife.mit.edu/policies-procedures-library>) and all other terms, conditions, protocols or other guidance posted on the HRS website. (Please review each graduate residence's website for building-specific policies). MIT reserves the right to revise, amend or otherwise modify MIT Policies from time to time, including, without limitation, the Housing Policies, the terms and conditions on the HRS website, and any other MIT Policies. Licensee is advised to review applicable MIT Policies regularly during License Term. In the event of any conflict between this License Agreement and the MIT Policies, the more stringent requirement shall control;
- 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. Additional prohibited items include the following:
 - i. Waterbeds
 - ii. Cooking appliances, dishwashers and washing machines of any kind, unless provided by MIT.
 - iii. Pets/animals are not permitted, with the exception of assistance animals (emotional support and service) previously approved by MIT's Disability and Access Services Office, in accordance with Applicable Law, and fish kept in a tank of 20 or fewer gallons.

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 any attempt to sublicense other than in these limited conditions, this License Agreement will be terminated, and Licensee will be required to vacate their room. Termination fees and policies will apply. With the prior written approval of HRS, sublicensing is permissible during winter break/Independent Activities Period ("IAP") and during the summer break, as described on the Sublicense web page (<https://studentlife.mit.edu/sublicensing>). Sublicense forms must be completed by both the Licensee and the sublicensee, and the sublicense forms are available online within the Housing Portal (<https://mit.starrezhousing.com/StarRezPortalX>). Failure to notify HRS prior to entering into a sublicense agreement will result in the removal of the sublicensee from the unauthorized assignment and may result in the loss of campus housing privileges for the Licensee. All sublicensees must be affiliates of MIT. For example, with prior HRS authorization, a current MIT student can sublicense an MIT on-campus housing unit from Licensee. Notwithstanding the foregoing, licensees living in Sidney-Pacific Graduate Residence Hall Quads are NOT permitted to sublicense their housing units at any time. Sublicensees will be subject to the terms and conditions of this License Agreement and the MIT Policies.

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 conditioned on Licensee's satisfactory performance of the duties of that position, as determined by the Head(s) of House or HRS staff, in their sole discretion. Failure to satisfactorily perform the required duties will be considered a violation of this License Agreement, and this License Agreement may be terminated in, requiring Licensee and Licensee Parties to vacate their assigned housing.

1.5 Guests: Without limiting the terms of Section 1.2, Licensee and any Licensee Parties must comply with the terms of this License Agreement, which includes compliance with MIT Policies. Please refer to <http://studentlife.mit.edu/guests> for current guest policies. The term "Licensee" may include any Licensee Parties, as the context so requires.

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 LICENSED 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 Damages: The Licensed Premises and other MIT property 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. Altering, replacing, or installing additional locks is strictly prohibited. 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>.

1.6.3 Personal Property and Insurance: MIT is not responsible for the personal property of Licensees or Licensee Parties. This includes items delivered to MIT on Licensee's behalf, property in storage areas and property in individual MIT graduate student housing units, including the Licensed Premises. 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 school breaks, and any belongings left behind during such periods are, and remain, the sole responsibility of Licensee.

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

To the extent permissible by Applicable Law, MIT will not be liable to Licensee or Licensee Parties 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.

1.6.4 Extermination: Upon adequate notice (usually a minimum of 48 hours), Licensee must provide the House Operations Manager or authorized representative with reasonable access to the Licensed Premises 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 an amount to be determined by MIT, 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 Licensed Premises, Licensee should immediately notify the House Operations Manager.

1.6.5 Facilities Issues: In the event of any maintenance or repair needs within the Licensed Premises, 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 Applicable Law and MIT Policies. If a resident fails to evacuate during an emergency alarm, then, without limiting MIT's rights set forth in Sections 5 and 6:

- a. Licensee will be fined \$150 for the first offense. Licensee may also be required to do community service and/or face immediate termination of this License Agreement.
- b. This License Agreement will be terminated for the second offense, in accordance with the terms of this License Agreement.

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.

1.9 Surrender: Upon the expiration or earlier termination of the License Term, Licensee and Licensee Parties must vacate the Licensed Premises, remove their belongings, and deliver the Licensed Premises in substantially the same condition existing immediately prior to the effective date of this License Agreement. MIT may remove, dispose of, or destroy, and will not be responsible for, any personal property not removed from student housing within 48 hours after the termination of this License Agreement, including, without limitation, early termination due to withdrawal, expulsion, or violation of MIT Policies.

2. Billing

2.1 Fees. Licensee will be billed for all housing-related fees, including:

- a. License Fee for use of MIT student housing;
- b. House tax (varies by building);
- c. Fees for lost keys, cleaning, damaged items, late check out etc.;

- d. Transfer fees as outlined on the transfer request webpage (<https://studentlife.mit.edu/internal-transfers>); and
- e. Cancellation or Termination fees for early cancellations or terminations of the License Agreement, which have not been previously approved by MIT, as outlined on the HRS website: <https://studentlife.mit.edu/housing/graduate-family-housing/moving-out>.

2.2 Billing Terms. License Fees and house taxes are billed on the first of each month. License Fees may be prorated at the start of the License Term; 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 authorized Licensees who are not enrolled as MIT 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, abate 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 any fees, including License Fees and house taxes. Licensee shall claim no adjustment or other compensation for inconvenience or discomfort arising from the making of repairs or improvements to the Licensed Premises or other MIT property, including the building and appliances. Failure to make payments of License Fee or other fees may result in a registration/graduation hold and termination of this License Agreement, resulting in a loss of graduate housing assignment, and it 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 the Licensed Premises, 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 strictly 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. However, because MIT residences are MIT property, authorized MIT personnel have the legal right to enter MIT graduate student housing under certain circumstances without notice. 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 (collectively, "DSL Staff"), 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, such as the Licensed Premises, 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 Law and MIT Policies, or in the event of a termination, relocation or removal pursuant to

Sections 5 and 6. For the avoidance of doubt, entry without advance notice is allowed for maintenance services. DSL Staff reserve the right, with advance notice to Licensee, whenever reasonably possible: to inspect the condition of the Licensed Premises generally and for fire and health hazards; to show the Licensed Premises to prospective residents; to make repairs, installations, additions, or alterations to the Licensed Premises or to the building; to remove placards, signs, fixtures, alterations, or additions to the Licensed 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: If the Licensed Premises is considered a family housing unit, then Licensees may live in the Licensed Premises for up to 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 documentation required by HRS (e.g. photo ID, visa) to HRS. If the family members have not taken up occupancy in the Licensed Premises prior to or immediately upon the expiration of the 30-day period, Licensee will be required to move out of the family housing unit. A two-week notice to vacate may be issued to Licensee as a courtesy only, but Licensee acknowledges and agrees that such notice is not required under the terms of this License Agreement and Applicable Law. Licensee will be responsible for all fees, including the License Fee, until the family housing unit is reoccupied.

4.3 Changes in Family Status: Licensee 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, without limitation: 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 (e.g. birth of a child) of immediate family members residing at the Licensed Premises. If there is a change in status and Licensee remains eligible for student family housing, a transfer to a more suitable family housing unit may be necessary. There is a transfer fee and, in most cases, a waiting period required for such transfers. If there is a change in status and Licensee is no longer eligible for student family housing, Licensee will be required to vacate the Licensed Premises, and this License Agreement may be terminated in accordance with Section 5. 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 Licensed Premises for the shorter of, the end of the then-current academic semester, or the 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 may be terminated, and Licensee will be required to vacate the Licensed Premises. Individuals with other MIT

appointments, as set forth on the Housing for Visitors webpage (<https://graduatehousing.mit.edu/housing-for-visitors/>) are exempt from this Section with the prior written approval of HRS.

4.5 Completion of a Degree Program: In the event that Licensee completes their degree program earlier than the License Expiration Date, Licensee and Licensee Parties must vacate the Licensed Premises upon such completion, and this License Agreement shall terminate automatically. For the avoidance of doubt, in such case, the License Agreement shall 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 2025 term" shall be January 31, 2026 and "the end of the spring 2026 term" shall be July 31, 2026, unless otherwise indicated herein. Any student who completes a degree program more than ninety (90) days before January 31st or June 30th, 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 in accordance with Section 5 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 Termination. Licensee may request to terminate this License Agreement during the License 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 request form and indicate the proposed effective departure date from graduate student housing. The termination request form is available on-line at <https://studentlife.mit.edu/termination-move-out>, and it 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 proposed effective departure date falls, and Licensee must submit proof of status change at that time.

5.1.2 Leaves of Absence. Licensees taking a leave of absence from MIT will also need to complete a termination request form noted above. However, such Licensees are not required to give thirty (30) days' notice and will not be subject to any termination fees, but shall be subject to other fees, including the License Fee. Students taking a leave of absence will need to vacate the Licensed Premises within fourteen (14) days of the effective date of their leave.

5.1.3 Fire or Other Casualty Event-Termination by MIT: This License 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 (collectively, each a "force majeure event"). If the building and/or the living area of the Licensed Premises is materially damaged by fire or other such casualty event, MIT, in its sole discretion, may terminate this License Agreement, within a reasonable time after such determination. If MIT

determines, in its sole discretion, that material damage has not been caused to the building and/or the living area of the Licensed Premises, 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, reduce or abate any fees, including the License Fee, for such temporary relocation.

5.1.4 Summer Occupancy. If any Licensee wishes to terminate their housing for the summer period (6/1-7/31), they may do so without penalty prior to May 1st, by completing and submitting the termination request form noted above.

5.2 Billing at License Termination: Licensees terminating their License Agreement using the termination request form noted above, in accordance with this Section 5.1, are responsible for:

- a. Providing at least thirty (30) days' notice, by completing the termination request form, along with all necessary documentation to support reason for termination;
- b. Paying all fees, including License Fees and house tax, until the end of the month in which Licensee's date of termination (as so approved by HRS, "Licensee's Termination Date") falls. For example, if HRS receives Licensee's termination form and all required documentation on November 15th, Licensee is responsible for all fees, including License Fees and house tax, until December 31st. If approved by HRS, December 15th would be the Licensee's Termination Date, but Licensee is also responsible for all fees, including License Fees and house tax, until the end of the month in which Licensee's Termination Date falls; and
- c. Subject to the terms of Section 5.1.2, Licensees who are taking an approved leave of absence from MIT will not be subject to thirty (30) days' notice or early termination fees, but shall be subject to other fees, including the License Fee.

5.3 Unapproved Terminations: Licensees who vacate MIT graduate student housing during the License Term without an eligible status change or without prior authorization from HRS will remain responsible for all fees, including License Fees and house tax, as outlined above, and such Licensees will be charged additional fees until (i) the Licensed Premises resulting from unapproved termination is occupied by a new licensee, or (ii) the License Agreement expires, whichever occurs first. However, if the Licensed Premises is filled mid-month, the initial Licensee remains responsible for all fees, including the License Fees and house tax, until the day the new licensee moves in.

5.4 Early Termination Fees:

- a. Early Termination During the Academic Year. 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.
- b. Early Termination of Summer Occupancy. The termination fee for early termination of summer housing requested on or after May 1 is \$250, plus one month's License Fee.

5.5 Unauthorized Occupancy Fee: Licensees who do not vacate the Licensed Premises by Licensee's Termination Date will be subject to an additional late departure fee of \$595.

5.6 Check-out Procedures.

- a. 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 License Agreement, and in accordance with all applicable MIT Policies. No keys or access cards will be accepted by mail.
- b. Condition of Premises upon Check-Out. Please see Check-Out Procedures (<https://studentlife.mit.edu/housing/housing-policies/check-out-procedures>) when leaving the Licensed Premises due to early termination of License Agreement or end of License Term.

6. Violation of Terms of License Agreement

Notwithstanding anything to the contrary herein, MIT may, in its sole discretion, terminate this License Agreement and revoke the authorization of Licensee and Licensee Parties to use the Licensed Premises, and/or temporarily or permanently remove Licensee and Licensee Parties, and their belongings from the Licensed Premises, and/or relocate Licensee and Licensee Parties to another residence hall, and/or permanently ban Licensee and Licensee Parties from reapplying for MIT housing *for any or no reason*.

Without limiting the foregoing, MIT may so terminate and/or remove or relocate and/or permanently ban: (i) in the event of a failure to comply with this License Agreement, including, without limitation, failure to comply with any MIT Policies and any additional terms, conditions, protocols or other guidance posted on the HRS website; (ii) in connection with the review or investigation of a crime or any violation of Applicable Law; (iii) to ensure the health, safety, and well-being of Licensee, Licensee Parties and/or any member of the MIT community; or (iv) if access to, and/or use of the residence hall is hampered, interrupted, or rendered impossible, hazardous, or otherwise interfered with, by reason of a force majeure event. To the extent permissible by Applicable Law, Licensee hereby waives any notice period not expressly stated in this License. Notwithstanding the foregoing, if appropriate under the circumstances and only to the extent required by Applicable Law, MIT will make reasonable efforts to provide Licensee with advance notice of such termination, removal, relocation and/or ban.

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 and MIT Policies, including any 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: