

**PRIVATE AFFILIATED STUDENT HOUSING LICENSE AGREEMENT**  
**223 West High Street, Glassboro, New Jersey**  
**Term: 2017 - 2018 Academic Year**

**THIS PRIVATE AFFILIATED STUDENT HOUSING LICENSE AGREEMENT** (this "Agreement") is a legally binding contract between Glassboro A-3 Urban Renewal, LLC, a New Jersey limited liability company ("Licensor") and the student of Rowan University who electronically signs this Agreement ("Student"). Subject to certain eligibility requirements, this Agreement shall become effective and binding on Student upon Student's electronic signature, or electronic acceptance of this Agreement.

Licensor is the owner of private affiliated student housing located at 223 West High Street, Glassboro, New Jersey ("223 West High Street"). A student housing unit at 223 West High Street (a "Student Unit") may consist of a single bed unit or a double bed unit, desk and assigned furniture. There are up to eight (8) Student Units in a student housing suite at 223 West High Street (a "Suite") which share certain amenities including a kitchen, bathroom and living area. Rowan University, a public institution of higher education of the State of New Jersey (the "University"), is Licensor's non-exclusive licensing agent for student housing at 223 West High Street and the University has the authority to license and place its students in a Student Unit at 223 West High Street. The University is not a party to this Agreement. Student desires to license a Student Unit in a Suite for the 2017 - 2018 academic year of the University beginning on August 27, 2017 and ending on May 12, 2018 (the "License Term") pursuant to the terms of this Agreement.

**A. GENERAL STUDENT HOUSING TERMS AND CONDITIONS**

1. This Agreement is for the License Term only and may not be renewed or extended unless specifically permitted in this Agreement and subject to the prior written approval of Licensor. This Agreement is not transferable or assignable by Student, but is transferrable and assignable by Licensor.
2. Student has no right to occupy student housing at 223 West High Street pursuant to this Agreement unless Student is specifically placed by the University in a Student Unit subject to Licensor's approval. In the event the University does not place Student in a Student Unit or terminates such placement, this Agreement shall become null and void.
3. Student must be a registered upper class student in good standing at the University to be eligible to occupy a Student Unit at 223 West High Street. Freshman and sophomore students are not eligible to be placed by the University in student housing at 223 West High Street unless otherwise specifically agreed to and placed by the University and Licensor.
4. Subject to the cancellation policies set forth in Section C of this Agreement, if Student otherwise becomes ineligible for student housing at 223 West High Street during the License Term or if this Agreement is terminated by Licensor, Student will not be released from the obligation to make payment in full of the License Fees (hereafter defined in Section B) for the remainder of the License Term. If Student becomes ineligible for student housing or is given notice of termination by Licensor, Student will be directed to vacate the Student Unit. Student shall not remain at 223 West High Street as an overnight guest of another student.
5. Student shall maintain his/her Student Unit and the Suite in accordance with the community living standards outlined by the University from time to time, which are applicable to the student housing at 223 West High Street.
6. Student shall observe and comply with the University's Off Campus Code of Conduct, as may be amended from time to time, while occupying student housing at 223 West High Street. In addition, Student agrees to abide by Licensor's policies, rules and regulations for 223 West High Street (the "Licensor Policies") as may be adopted or amended from time to time. Licensor will post the current version of the Licensor Policies in the lobby and on each floor of 223 West High Street where student housing is located. A copy of the current version of the Licensor Policies will also be provided to Student during check-in and made available upon request.
7. Student has the right to personal privacy. However, authorized representatives of Licensor shall have the right to enter the Student Unit and the Suite at any time to inspect the facilities for health, safety, maintenance and/or for damages to the Suite or the Student Unit, systems

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servicing the Suite or the Student Unit or its contents. Student may make arrangements to be present for health and safety inspections. Any requests for maintenance or repairs by Student or by any other student(s) occupying the same Suite as Student shall constitute consent by Student for Licensor, its management company and/or their contractors to enter into the Suite and the Student Unit to perform inspections, maintenance or repairs.

**B. APPLICATION FEE, LICENSE FEES AND DAMAGE DEPOSIT**

1. Student shall be obligated to pay a license fee in the amount of **\$5,340.00 per semester per student in the event of a single bed OR \$4,840 per student per semester for a double bed unit** (collectively, the "License Fees") to occupy a Student Unit in a Suite during the License Term. Utilities including electricity, water, heat and air-conditioning, basic cable and internet access are included in the License Fees. Payment of the License Fees shall be made through Student's account with the Bursar's Office of the University.
2. The License Fee for the fall semester of the License Term must be paid in full, or deferments arranged, before Student is issued a key and electronic key fob to access the Student Unit and the Suite. The License Fee for the spring semester of the License Term must be paid in full, or deferments arranged, prior to the start of the spring semester. The failure of Student to timely remit payment of the License Fees may result in termination of this Agreement and revocation of Student's right to occupy the Student Unit.
3. Student shall pay to Licensor a damage deposit in the amount of **\$500.00** (the "Damage Deposit") before Student is issued a key and electronic key fob to access the Student Unit and the Suite. Student shall remit the Damage Deposit to Licensor via credit card or other electronic payment online at the following website or as otherwise may be directed by Licensor (credit card payments incur an additional \$25 non-refundable convenience fee, which is not part of the Damage Deposit):  
<https://squareup.com/market/220-rowan-blvd-c-slash-o-glassboro-mixed-used-urban-renewal/rowan-blvd-room-deposit>

If the hyperlink is not working, then copy and paste the address into a web browser. Licensor may deduct the costs to repair any damage to the Student Unit or the Suite from the Damage Deposit. Licensor shall refund any balance of the Damage Deposit remaining, if any, after its satisfactory inspection of the Student Unit and the Suite following check-out, subject only to Section C.3. below.

**C. CANCELLATION AND REFUNDS**

1. This Agreement is for the entire License Term (i.e. two semesters). The deadline for Student to request to cancel this Agreement without incurring a cancellation fee is five (5) business days after Student selects a Student Unit during room selection or the University notifies Student of a confirmed housing assignment, whichever is earlier. After that deadline, cancellations are subject to the following cancellation fees to be paid to Licensor:

<u>Requests submitted through:</u>	<u>Cancellation fees:</u>
May 31, 2017	\$100.00
June 30, 2017	\$250.00
August 27, 2017	\$500.00

2. No refunds or waiver of the License Fees will be made after August 27, 2017 unless Student applies for and receives a cancellation of this Agreement in accordance with the provisions of this Section. Requests for cancellation of this Agreement submitted after August 27, 2017 will only be considered due to Student's withdrawal from the University for (i) medical or other hardship, (ii) graduation or leave of absence, or (iii) marriage, civil union or domestic partnership. In addition, requests for cancellation after August 27, 2017 are subject to the cancellation fee and a pro-rated refund of the License Fee paid for that semester provided that Student's request for cancellation is made within five (5) weeks from the start of the fall semester. Under no circumstances whatsoever shall Student receive any refund of the paid License Fee if a request for cancellation is made after five (5) weeks from the start of the License Term.
3. This contract is binding for the entire academic year (Fall and Spring Semesters) or any remaining portion of a semester. Failure by the Student to complete the full License Term for any reason, including disciplinary removal from the University or Suite, will not release the Student from the responsibility for the License Fees due for the full academic year. In the event the Student fails to complete the entire academic year with the University or seeks to terminate this Agreement prior to the end of the License Term and there is an unpaid balance for License Fees owed to Licensor, Licensor shall be permitted to retain the Damage Deposit to any unpaid

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balance or other amount due to Licensor.

**D. TERMINATION OF AGREEMENT, REMOVAL AND REMEDIES**

1. Licensor may terminate this Agreement for any of the following: (i) non-payment of the License Fees; (ii) Student's violation of the University's Off Campus Code of Conduct; (iii) Student's violation of the Licensor Policies; (iv) Student's violation of this Agreement; (v) Student's violation of any criminal law or municipal ordinance; or (vi) failure of Student to be a registered student of the University and/or maintain such status.
2. Licensor may take possession and remove Student from a Student Unit seventy-two (72) hours after Student has been notified that this Agreement has been terminated. Any personal possessions left on the premises by Student after this deadline shall be deemed abandoned. Any cost incurred in the removal of abandoned property will be billed to Student.
3. Student agrees that in lieu of Student paying a security deposit (other than the Damage Deposit) for payment of the License Fees, providing an adequate credit record and/or a co-signer to guaranty Student's obligations hereunder, by entering into this Agreement, Student hereby gives written authorization to the University to honor a request from Licensor that the University apply the same hold back provisions (e.g. restrictions on registering for classes, issuance of diploma or transcripts) applicable to students delinquent in tuition or fees owed to the University, to any delinquent License Fees owed to Licensor. This provision shall not impose any additional responsibilities on the University to provide services to Student.
4. The obligation of Student to pay all outstanding License Fees and any other charges arising out of this Agreement shall survive the expiration or termination of this Agreement. The termination of this Agreement or the removal of Student from a Student Unit shall not limit, impair or hinder any other remedies Licensor may have to enforce the terms of this Agreement at law or in equity.
5. In any legal action to enforce the terms of this Agreement or any action relating to the Student's obligations under this Agreement, Licensor shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

**E. ROOM ASSIGNMENTS**

1. Room and roommate assignments are made by the University. No room changes are permitted during the first two (2) full weeks after classes begin. Room changes require written approval from (i) the Vice President of Student Life and Dean of Students, the Assistant Vice President for Residential Learning and Inclusion Programs or the Director for Housing Administrative Services and Assignments and (ii) Licensor, which shall be granted in their sole discretion.
2. Licensor reserves the right to reassign Student to another Student Unit in the same Suite or a different Suite in order to perform renovations, repairs or to address health and safety issues. In the event of an emergency, Student may be moved without prior notice.

**F. CHECK-IN**

1. Student will be permitted to begin check-in for the License Term starting August 27, 2017.
2. Student must complete and sign the Student Unit/Suite inventory form provided by Licensor upon check-in. This form lists pre-existing physical conditions of each assigned Student Unit and the Suite and is the basis for the assessment of damages and/or loss attributable to Student at the termination of occupancy. Failure to complete, sign and return the Student Unit/Suite inventory form will result in Student's assumption of financial responsibility for any damages evident in the Student Unit and the Suite at the time of termination of occupancy.
3. Student may occupy a Student Unit at 223 West High Street during winter break or spring break upon prior written notification to Licensor.

**G. CHECK-OUT**

1. The Student Unit and Suite are not considered vacated until all personal possessions are removed, the key and electronic key fob are returned to Licensor, and the Student Unit/Suite inventory form is completed and signed by Student and a Licensor staff member. In addition, Student is responsible for the cleanup and the removal of all garbage from the Student Unit and the Suite. Failure to adhere to this directive will result in charges being assessed for improper

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check-out, lock changes and/or damages. When checking out of the assigned Student Unit at the end of the License Term, the condition of the Student Unit and the Suite must be left in the condition it was in at the time Student moved in, reasonable wear and tear excepted.

2. Check-out at the end of the License Term shall be completed by May 12, 2018 (unless the License Term is extended pursuant to Section G.3 below). Student is required to vacate his/her assigned Student Unit and the Suite no later than twenty four (24) hours after Student's last examination. In cases where there are less than twenty four (24) hours between the last examination and the official check out date/time, Student must vacate by the date/time stipulated in the official closing notice distributed to Student by Licensor.
3. Although the expiration of the License Term coincides with the end of the University's academic year as set forth above, Student may make a request to Licensor to briefly extend the License Term in order for Student to continue to occupy a Student Unit at 223 West High Street during summer break. A request for extension of the License Term pursuant to this Section G.3 must be made in writing to Licensor at least thirty (30) days prior to the expiration of the License Term and Licensor shall have the sole and absolute discretion to grant or deny such request.

**H. DAMAGES**

1. Damage assessment will be performed by Licensor, or its designee, during an inspection of the Student Unit and Suite after check-out. These charges will be based on the existing condition of the Student Unit and Suite at check-out compared to the condition reported at check-in. Any charges exceeding the balance of the Damage Deposit shall be charged to and paid by Student.
2. Roommates or suitemates share responsibility for damages occurring in their Student Unit and/or the Suite. If the individual(s) responsible for the damages cannot be identified, the roommates or suitemates shall equally share the cost of the repairs/replacements.

**I. INSURANCE**

1. Neither the University nor Licensor will assume responsibility for any lost, stolen or damaged personal property of Student at 223 West High Street.
2. Student is encouraged to obtain personal property and/or liability insurance.

**J. AUTHORIZATION FOR UNIVERSITY TO SHARE STUDENT INFORMATION WITH LICENSOR**

Access to Student's education records and directory information is regulated by the Family Educational Rights and Privacy Act (FERPA – 20 U.S.C. § 1232g; 34 CFR Part 99) as well as the Internal Revenue Code (26 U.S.C. § 152). Student's education records, including, but not limited to, records pertaining to enrollment, attendance, grades, financial aid and other financial information, housing, disciplinary and student conduct matters are confidential and may not be released without the written consent of Student. Student hereby consents and expressly authorizes the University to share with and release to Licensor the following education records: (i) Student's payment information, financial aid, account status, collection information and other financial information, (ii) Student's enrollment and registration status with the University including any changes, and (iii) any information relating to Student's housing assignment at 223 West High Street.

**K. NON-SMOKING POLICY**

**223 WEST HIGH STREET, THE SUITE AND THE STUDENT UNIT ARE SMOKE FREE. STUDENT AND GUESTS SHALL NOT, AT ANY TIME, LIGHT, USE OR SMOKE CIGARETTES, ELECTRONIC CIGARETTES, CIGARS, PIPES OR OTHER TOBACCO PRODUCTS ANYWHERE IN OR ABOUT 223 WEST HIGH STREET, INCLUDING, WITHOUT LIMITATION, THE BUILDING, SUITE, STUDENT UNIT, PARKING AREAS, ENTRANCES, PASSAGES, WALKWAYS, LOBBIES, COURTS, ELEVATORS, VESTIBULES, STAIRWAYS, CORRIDORS AND HALLS. THIS NON-SMOKING POLICY WILL BE STRICTLY ENFORCED AND ANY VIOLATION OF THIS NON-SMOKING POLICY MAY LEAD TO THE TERMINATION OF THIS AGREEMENT. STUDENT UNDERSTANDS, ACKNOWLEDGES AND ACCEPTS THIS NON-SMOKING POLICY.**

**STUDENT ACKNOWLEDGMENT AND ACCEPTANCE**

Student understands, acknowledges and accepts the terms and conditions of this Agreement. Student acknowledges that 223 West High Street is private affiliated student housing and Student is hereby provided a revocable license upon placement by the University to occupy the Student Unit in the Suite which does not

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constitute, nor is it intended to be, a full time residence for Student. Student acknowledges that placement of Student in a Student Unit in the private affiliated housing at 223 West High Street by the University is an accommodation to Student and is part of a private/public endeavor strictly subject to the terms, conditions, rules and regulations set forth herein. Student's right to occupancy in the Student Unit and the Suite is conditioned on Student's continued status as a student of the University and compliance with the terms of this Agreement.