

MIT Graduate Student Housing License Agreement (2020-2021)¹

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.

In an effort to protect the health and safety of the MIT community and to prevent the spread and reduce the potential risk of exposure to COVID-19, as a condition of this License Agreement and your assignment to graduate student housing:

- You represent that within fourteen (14) days of moving into your assignment, you have not tested positive for COVID-19, nor were you aware of coming into contact with anyone who you know has COVID-19 symptoms or has had a positive test for COVID-19.
- You and your families, spouse, partner, or other authorized occupants (as applicable) may be expected to either self-quarantine for up to 14 days (based upon written guidance provided by MIT), or take a COVID-19 test at MIT Medical upon arrival and again approximately 7 days later and remain in self-quarantine throughout this period until a second negative test is confirmed.
- You may be asked regularly to complete a health screening questionnaire to determine whether you have symptoms that may be associated with COVID-19 as established by the Centers for Disease Control ("CDC").
- If you exhibit symptoms of COVID-19, test positive for COVID-19, or come into close contact with someone who you know has symptoms of COVID-19 or who you know has tested positive for COVID-19, you will stay in your room, self-isolate, and notify Occupational Medicine/Student Health Department of MIT Medical and await further instructions.
- You will cooperate with MIT Medical for all activities necessary to rapidly identify those with whom you may have had close contact, and follow any directions by MIT Medical or public health authorities to quarantine or remain in isolation.
- You must follow [CDC Guidance](#) and [MIT Guidance](#) for preventing the spread of COVID-19, including wearing a face mask or covering unless MIT Medical provides a medical exemption; exercising social distancing practices of staying at least six feet from others; washing hands often with soap and water for at least 20 seconds, or using an appropriate alcohol-based hand sanitizer; and properly covering your mouth and nose when sneezing or coughing.

¹ Note: To our knowledge, MIT does not provide graduate students a PDF of their license agreement. As a result, we include below material copy and pasted from the MIT online housing portal.

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]

Residential Services (HRS) in your confirmation email until **July 31, 2021**, unless explicitly extended in writing by HRS. Only renewable assignments are eligible for yearly renewal, provided that eligibility requirements are met. Current assignments that are eligible for renewal will begin on August 1, 2020, 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). Licensee must reside full-time in residence and cannot be away for more than 10% each academic semester.
- **General Requirements:** Licensee, authorized occupants, immediate family (spouse, partner, legal dependents, if applicable), and all guests must:

o Comply with all applicable federal, state, and local laws, regulations, and ordinances (collectively, "the Laws");

o 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>), Updated Emergency Housing Policies and Guidelines (<https://studentlife.mit.edu/%3Cnolink%3E/mit-covid-19-response/graduate-residence-halls/updated-emergency-housing-policies-guidelines>), and any policies specific to Licensee's campus residence (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. Changes in policies, may include, without limitation, testing for COVID-19, completing health screening questionnaires, self-quarantining, temperature monitoring, and participation in contact tracing protocols, as well as following any updated federal, state, and local guidelines to prevent the spread of COVID-19.

o Comply with the terms of this License Agreement;

o Not interfere with the comfort, safety, health, welfare, or quiet enjoyment of neighbors or other residents;

o Not use MIT graduate student housing to conduct any business activity, including any type of solicitation, sales, or promotion.

· Sublicensing of MIT graduate student housing to another person is strictly prohibited during the COVID-19 pandemic. If Licensee makes any attempt to sublicense during of these conditions, this License Agreement may be terminated immediately by HRS. If the License Agreement is terminated, the Licensee will be required to vacate the room and 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, including other authorized occupants (if any) under Licensee's License, may be required to vacate their assigned housing upon thirty (30) days' notice.
- **Guests:** Guests are not permitted at any time during this License term, until further notice, in accordance with MIT's current Housing Policies. (<https://studentlife.mit.edu/housing/housing-policies/covid-19-graduate-emergency-housing-policies-guidelines>).
- **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:

o waterbeds

o pets of any kind

o dishwashers of any kind (excluding Graduate Tower - Site 4)

o 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, neglected, or abused in any way. Licensee will be charged for any damage. 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.
- **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:

o the Licensee will be fined \$150 for the first offense. Licensee may also be required to do community service and/or face immediate eviction.

o Licensee's License Agreement will be terminated for the second offense. 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 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. [JH1]

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 their 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.
- **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.
- **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 registration/graduation hold, 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 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.

Registration Status

· Registration Status 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 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 2020 term" shall be January 31, 2021 and "the end of the spring 2021 term" shall be July 31, 2021, 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 their spouse or partner on a full-time basis, and/or be a parent with full custody of their children, and/or serve as a legal dependent of a family member to be eligible for MIT student family housing. Licensee must reside full-time in their apartment with their family/partner. Licensee and/or family partner cannot be away for more than 10% of each academic semester.
- **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 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 at its discretion.
- **Family Member(s) Arrival:** Licensee 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 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.
- **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.

Sublicenses

Sublicensing of MIT graduate student housing to another person is strictly prohibited during the COVID-19 pandemic. Only with the written approval of HRS, sublicensing may be 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. [MOU2]

Termination of License Agreement

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

- **Approved Terminations:** 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://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 prior to the end of the month in which Licensee's termination date falls 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, 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.
- **Billing:** Licensees terminating their License Agreement for an approved reason are responsible for:

o 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;

o 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 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 the Termination Date falls.

o 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.
- **Unauthorized Occupancy Fee:** Licensees who do not vacate their apartment by their approved departure date will be subject to an unauthorized occupancy fee of \$595.

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 you from housing or relocate you to another residence hall (i) in the event of a failure to comply with this Agreement, including without limitation those provisions aimed at preventing the spread of COVID-19; 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 you and/or the MIT community, in MIT's reasonable judgment. If appropriate under the circumstances, MIT will make reasonable efforts to provide you 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 you ineligible to reapply for MIT housing in the future. Additionally, this Agreement may be terminated or your 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.

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.