

Apartment Type:
4x2 – 12 Installments

University Park

LICENSE AGREEMENT – PHASE I

**NOTE: PLEASE PRINT AGREEMENT AND FILL OUT HIGHLIGHTED AREAS ON PAGE ONE AND PAGE FIVE.
ALL AGREEMENTS MUST HAVE A COMPLETED GUARANTOR PAGE AND LICENSOR SIGNATURE IN ORDER TO BE VALID.**

THIS LICENSE AGREEMENT ("Agreement" or "License") MADE BY AND BETWEEN

NAME: _____ (the "Licensee")

SALISBURY UNIVERSITY STUDENT ID#: _____ DATE OF BIRTH: _____ / _____ / _____

PERMANENT ADDRESS: _____
And Collegiate Housing Foundation, Inc. ("CHF, Inc.") (Referred to in this License as the "Licensor" as represented by Allen & O'Hara Education Services Inc., the "Manager").

In consideration of the mutual promises, covenants, and considerations contained hereinafter set forth, the parties do hereby agree to the following:

1. TERM AND LICENSED AREAS OF USE. CHF, Inc. hereby grants to Licensee a license for the non-exclusive use of one furnished bedroom (referred to herein as your "Bedroom") in a multiple bedroom apartment (referred to herein, alternately, as "your Apartment" and "the Apartment") located at University Park Student Apartments, 216 Milford Street, Salisbury, Maryland 21804 (410) 677-0774, the "Community", to be used and occupied by Licensee for occupancy purposes only, for the term beginning on **August 24, 2011** and terminating on **July 31, 2012** unless sooner termination as hereinafter provided.
*("Starting Date") *("Ending Date")

Licensor shall assign Licensee a Bedroom at the beginning of the Term; provided, however, that during the Term of this License, Licensor shall have the right in Licensor's sole discretion to move Licensee to similar accommodations within the Property. Licensee acknowledges that Licensor reserves the right not to renew or continue this Agreement for any periods subsequent to the Term.

- a. Together with the other occupants of other bedrooms in the apartment, the Licensee has joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the bathroom, living room, kitchen, and where applicable, laundry facilities within the Apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this License as the "**Apartment**." The licensee shall have joint use of the mail box that is assigned to you by Licensor. Licensor assumes no liability for loss or delays in delivery and/or failure of mail delivery. In addition, you have the right to non-exclusive use of those areas of the Community to which all occupants have general access, however the Licensee is not permitted to enter any other Bedroom or Common Area other than those assigned to Licensee, respectively, except by permission of Licensor or of the Licensee currently assigned to a certain Bedroom or Common Area.
- b. The License starts on the **Starting Date**, and **ends at 12:00 NOON** on the Ending Date (the "**License Term**"). Licensee is liable under the terms of this License for the full License Term and shall not be released from your liability under this License due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the occupants in the Apartment, bad health, or for any other reason, except for involuntary military service. You may not occupy your Bedroom until the License and any required guaranty or other documents have been completely executed and delivered to Licensor. If we determine, in our sole discretion, that your Bedroom is not available for occupancy on the starting date of the License Term, you are excused from paying the License Fee under the License for that period of time from the start date of the License Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied, we will proceed as described in Paragraph 12 of this License. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the start date of the License Term or at any time thereafter.**
- c. University Park Student Apartments is intended for occupancy by students who are enrolled in good standing at Salisbury University. You agree that you will notify Licensor in writing and submit the required documentation if you cease to be enrolled as a student in good standing at Salisbury University. If at any time Licensee fails to maintain Full-Time status at the University, this agreement may be immediately terminated by Licensor and all unpaid Semester Installments of the License Fee shall be immediately due and payable to Licensor. The Licensee will also still be liable for any obligations that you have incurred prior to that termination.

2. LICENSE FEE AND ADDITIONAL CHARGES. Licensee agrees to pay Licensor a base license fee for the Term in the amount of **\$7,260.00** ("Total License Fee") plus additional charges as described herein, collectively referred to herein as the "License Fee." The License Fee shall be paid, in advance, according to one of the payment options listed below. With the exception of the first installment, each installment required under a payment option is due on or before the 1st day of the month it is due, without any additional demand or notice of the due date. Each payment must be made in U.S. dollars and be delivered or mailed to the Manager's business office located at University Park Student Apartments, 216 Milford Street, Salisbury, Maryland 21804, or such other address that you may be notified of in writing, except that credit card payments and electronic transfers may be made directly through the Licensor's web site: <http://www.upsalisbury.com>. Checks or money orders shall be made payable to "University Park". All payments shall be made in U.S. Dollars. Licensee agrees that he/she shall not withhold the License Fee for any purpose, including Acts of God and offsets for any claims by Licensee against Licensor for monetary damages. The entire License Fee is due upon execution of this Agreement by the Licensee and Licensor regardless of whether Licensor has approved one of the installment options listed below, such that an installment option shall not modify Licensee's obligation to pay the entire License Fee. There shall be no daily or monthly pro-ration of the License Fee unless otherwise expressly provided herein.

The License Fee shall be paid in installments as follows: (please select one):

Option A: Full Term License Fee in the amount of **\$7,260.00**, due on or before July 15, 2011.

Option B: Two equal installments in the amount of **\$3,630.00**, due on or before July 15, 2011 and December 15, 2011.

Option C: Twelve equal installments of **\$605.00** payable as follows; the first installment due on July 15, 2011, with remaining installments due on or before the 1st day of each month beginning **September 1, 2011**.

If any License Fee payment is received by the Manager after 10 AM on the third (3rd) day of the month it is due, your payment is late and you agree to pay a late charge of: \$30.25 as additional an License Fee. Post-dated checks will not be accepted.

3. APPLICATION OF PAYMENTS. Payments under the License shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to License Fee.

4. ALLEN AND O'HARA EDUCATION SERVICE, INC. Licensor has hired Allen and O'Hara Education Services, Inc. as its property manager to conduct and handle all business for the Community. This includes addressing license issues, establishing and enforcing policies and procedures, and collection of License fees. Note that when Licensor is referenced herein, Allen and O'Hara is authorized to take any action that Licensor may take, on Licensor's behalf.

5. UTILITIES. We will furnish the following utilities (through independent third party providers) if checked (X): X cable TV, X electricity, X gas, X water, X sewer, X garbage removal, X internet, telephone (not included). **If the combined gas and electric utility services invoices for the Apartment is in excess of \$260.00 for a 4-bedroom apartment and \$150.00 for a 2-bedroom apartment, the excess charges will be equally divided among the residents of the Apartment.** Your portion of the excess of the utility services invoices will be due within five (5) days upon receipt of invoice. Resident also agrees to pay estimated utility overage in excess of allowance, for the last month of occupancy with their last installment. The estimated overage will be based on the previous month's overage. Any difference in the actual overage will be billed and/or refunded to the resident. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the housing fee and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the cable, telephone and internet service provider. We will not be liable for any interruptions, surge or failure of utility services in the Apartment or any damages directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the cable, telephone and/or internet service provider.

6. RELOCATION. It is understood that the Apartment contains other bedrooms which other occupants may occupy. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new occupant in the unoccupied bedroom unless you and all other occupants in the Apartment agree to pay Licensor, as part of your respective License Fee, the License Fee due for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days advance written notice to relocate you to another apartment unit in the Community. In the event of an emergency, as determined by Licensor, we may relocate you upon less than five (5) days notice. The fact that you and the other occupants of the Apartment may be in conflict with each other will not be grounds to terminate the License. We are not liable if another occupant in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of \$200 will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any rights of consent to any future relocation.

7. NON-REFUNDABLE SERVICE FEE. You agree to pay, a one-time non-refundable service fee of \$200.00 at the time you sign this License, which is required for the use of facilities and service-related functions associated with this License (the "Service Fee"). This fee in no way releases you from the obligation of leaving the Bedroom and the Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable regardless of whether you decide to occupy your Bedroom.

8. FURNISHINGS. You assume full responsibility for items furnished by Licensor and agree to return them to Licensor at the expiration of the License Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You shall not remove our furniture, fixtures, and/or furnishings from the Apartment for any purpose. You shall be liable for all loss, breakage or other damage to furnished items.

9. RIGHT OF ENTRY. Licensor, its agents and employees, shall have the right, to enter your Apartment and your Bedroom at any time, without notice to you and without your consent, in our sole discretion. **You may not change any locks.**

10. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT. You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other occupants or third parties. Furthermore, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property arising from theft, vandalism or casualty occurring in the Apartment or the Community. You agree to indemnify and hold Licensor harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our negligent or intentional conduct. You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. It is a fact that no security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the community. As to any and all security measures taken at the community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption no security systems exist. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.

11. DAMAGE OR DESTRUCTION OF YOUR BEDROOM OR YOUR APARTMENT. If, in our opinion, your Bedroom should become unavailable or unlivable during the License Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this License, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay License Fee will be waived only if we terminate this License, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.

12. DEFAULT. A default under the terms of this Agreement shall result in the acceleration of all installments of the License Fee, making all installments immediately due and payable, and will not otherwise release Licensee from his or her obligations hereunder.

- a. The events of default set forth below shall constitute a breach of the Agreement and may result in any or all of the following remedies:
 - i. Termination of the Agreement;
 - ii. Denial of future housing and/or legal action;
 - iii. Referral to the University for judicial or administrative action;
 - iv. Refusal to renew the Agreement for additional terms, and/or
 - v. Such other remedies as provided by law or by this Agreement.
- b. Events of default include but are not limited to:
 - i. Licensee's failure to make any payment of fees or additional charges or penalties due under this Agreement when due;
 - ii. Any breach or violation of the terms of this Agreement, including failure to maintain Full Time Status or living/learning program participation for designated spaces;
 - iii. Refusal to vacate your Bedroom and the Community upon termination of the Agreement;
 - iv. Responsibility for weapons, hazardous substances, illegal drugs, physical harm, theft, burglary, and/or sexual offences by you and or your guest.
 - v. Violation of the Rules and Regulations, incorporated herein by reference;
 - vi. Violation of the University's Code of Student Conduct, incorporated herein by reference;
 - vii. Violation of the University Park Handbook, Policies, Procedures, Rules, and Regulations incorporated herein by reference, and/or Violation of any applicable Federal, State or local law or ordinance by you or your guest regardless of whether arrest or conviction occurs..
- c. In the event of Licensee's default, the Licensee shall be liable for damages as follows:
 - i. For all past due fees and charges;
 - ii. For all unpaid License Fees that would accrue through the expiration of the Term;
 - iii. For all expenses that Licensor may incur in repairing the Bedroom or Apartment for future use;
 - iv. For all court costs, collections costs, and actual attorney's fees incurred by Licensor as a result of Licensee's default.

Should Licensee fail to pay any installment when due or otherwise be in default under the terms of this Agreement, Licensee agrees to terminate use of and vacate the Bedroom, Apartment, and Community in accordance with written notice from the Manager to do so (the "Removal Notice"). The Manager will mail a copy of the Removal Notice to Licensee's Community mailbox, and affix a copy to your Bedroom door. The Removal Notice shall state the date and time by which the Licensee must remove his/her belongings from the Bedroom, Apartment and Community (the "Removal Date"). The Removal Date will be no less than 48 hours and no greater than five days from the date of the Removal Notice.

After the time specified as the Removal Date, if the Licensee has not checked-out and returned his/her keys, Licensor will enter the Bedroom and Apartment for the purpose of removing Licensee and Licensee's personal property from the Community. If the Licensee is present, Licensor will request the University Police to remove the Licensee from the Community. All personal property in the Bedroom and Apartment able to be identified as that belonging to the Licensee will be stored for five business days after the Removal Date at a location designated by the Manager. If the Licensee does not contact the Manager to retrieve those items within said five business days, the manager will deliver those items to the local Salvation Army. Licensor will also change the locks on the doors to the Bedroom and Apartment at the Licensee's expense and remove the Licensee from the card access system.

13. LICENSE ONLY. Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease.

14. RULES AND REGULATIONS. You agree to comply with all Rules and Regulations attached to this License, as such Rules and Regulations may be amended from time to time by Licensor ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this License and are a part of the License just as if they were written on this page. You also agree that you will cooperate with University Park Student Apartments' Staff and any agency authorized by University Park Student Apartments' management to enforce the Rules and Regulations of the Property and Salisbury University. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this License with the same force and effect as though written herein.

15. CONDITIONS OF YOUR BEDROOM AND YOUR APARTMENT. An Apartment Condition Form will be provided to you at the time that you move into your Bedroom. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify Licensor in writing of any defects or damages in your Bedroom and in your Apartment; otherwise, your Bedroom, your Apartment, and the fixtures, appliances and furniture in your Bedroom and your Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, YOUR APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.** You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this License or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other occupants of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying Licensor within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to Licensor for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to Licensor for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is

identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this License.

16. RIGHT OF REFUSAL. Until we have executed this License, we shall have the right to refuse to License your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid License Fee.

17. TERMINATION. No termination of this License prior to the Ending Date of the License Term will affect our right to collect the total amount of the License Fee. You will not move out of your Bedroom or exercise any right of termination arising out of any breach by Licensor of any provision of this License due to the condition or state of repair of your Bedroom or the Apartment, and you waive any right, statutory or otherwise, to do so. No surrender of your Bedroom by delivery of keys or otherwise will terminate this License unless and until expressly accepted in writing by Licensor.

18. YOUR DUTIES UPON TERMINATION. When you leave, whether at or prior to the expiration of the License Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the License Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the License Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to Licensor of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 above.

19. CONSENT TO JURISDICTION. This License has been entered into in the County of Wicomico in the State of Maryland. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Wicomico County, Maryland.

20. GOVERNING LAW. This License is governed by and construed according to the laws of the State of Maryland. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

21. SEVERABILITY. The invalidity of any provision in this License or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this License shall be valid and enforceable to the fullest extent permitted by law.

22. ATTORNEYS' FEES. If legal action is required to enforce this License against you, and the court or other legal body rules in favor of Licensor, you are liable for the costs and expenses of such action incurred by Licensor, including our actual attorneys' fees, in addition to any amounts awarded to Licensor in such action.

23. ENTIRE AGREEMENT. It is understood and agreed that this License contains the entire agreement between you and Licensor, there are no representations, agreements, or promises, oral or written, not contained in writing in this License. Your execution of this License confirms that no oral promises, representations or agreements have been made to you by Licensor or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this License or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on Licensor unless done in writing and signed by Licensor.

24. GENDER AND PRONOUNS. Words used in this License in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Licensor. Any reference to "you" shall mean the undersigned Licensee of the Licensed Bedroom and the Guarantor where applicable.

25. HEADINGS. The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the License terms.

26. ASSIGNMENT. This License permits you to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your residence and for no other purpose. While you cannot License any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this License to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the License and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this License. Even if you do assign this License, you will still be liable for all of the obligations under this License unless we specifically agree, in writing, to release you. A \$200 assignment fee must be paid by you prior to the assignment and the new occupant must take possession of your Bedroom before the assignment will be considered complete.

27. COMMON DAMAGE. The Licensee agrees to be jointly responsible for the protection of communal property including but not limited to fire extinguishers, bulletin boards, and exit signs. Charges for the damages or loss of communal property shall be equally divided among all members of the building in which the bedroom is located.

28. TIME OF ESSENCE. Timing is very important in the performance of all matters under this license. All of the times, time periods and dates specified in this License shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

29. SUBORDINATION AND RIGHT TO ENCUMBER. The lien of any lender(s) of the Community will be superior to your rights under this License. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this License or the lender may elect to continue the License. Your rights under this License are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be the occupant of that lender and will accept and recognize any such lender as the "Owner" under this License, and in such case, every reference to "Owner" in this License shall apply with equal force to the lender.

30. SALES. Any sale of the Community will not affect this License or any of your obligations, but upon such sale we will be released from all of our obligations under this License and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.

31. WAIVER. Our failure to enforce any term or condition of this License will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.

32. UNAUTHORIZED OCCUPANCY. If you still occupy your Bedroom past the Ending Date of the License Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay an additional unauthorized occupancy fee in the amount of **\$150.00** per day, along with all other amounts that you owe. No such unauthorized occupancy shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this License or the law to recover possession of your Bedroom and damages from you.

33. NOTICES. All notices and demands by you to Licensor should be delivered in writing to the location where License Fee is paid and will only be considered delivered upon actual receipt by Licensor. Except as otherwise provided herein, all notices and demands by Licensor to you are considered effective upon either personal delivery to you or by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one occupant of the Apartment, such notice shall be conclusively deemed to have been given to all occupants when such notice is personally delivered to any one of the occupants or posted on the front door of the Apartment.

34. PARKING. A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. Each resident may receive one parking permit for a motorized vehicle. Guest permits may be obtained at the office during regular business hours for immediate relatives. All vehicles must have a permit. A \$50.00 fee will be assessed for replacement permits.

35. PHOTOGRAPH RELEASE. You give your permission to Licensor to use any photograph or photographic image including video or video stills taken of you while you are in any public spaces, grounds, offices at **University Park Student Apartments** or any Community sponsored events in the Community or otherwise. You understand that your photograph or photographic image will be used for nothing other than legitimate business purposes. You hereby grant **University Park Student Apartments, Allen O'Hara Education Services, Inc. and CHF, Inc.** and assigns, and those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic or video portraits or pictures of you or in which you may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with your own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless **University Park Student Apartments, Allen O'Hara Education Services, Inc. and CHF, Inc.** and assigns, and all persons acting under its permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking said picture or in any subsequent processing thereof, as well as any publication forever discharge **University Park Student Apartments, Allen O'Hara Education Services, Inc. and CHF, Inc.,** its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of your photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

IN WITNESS WHEREOF, the undersigned have executed this License.

LICENSEE: _____
Printed Name

BY: _____
Licensee Signature

DATE: _____

LICENSOR: Collegiate Housing Foundation, Inc.

BY: _____
Authorized Signature

DATE RECEIVED: _____



University Park

RULES AND REGULATIONS

This document is incorporated by reference into the License between you and Licensor. You agree to these **“Rules and Regulations”** for the purpose of preserving the welfare, safety, and convenience of occupants in **University Park Student Apartments**, for the purpose of making a fair distribution of services and facilities for all occupants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the License. Additional rules and regulations can be found in the University Park Handbook and Salisbury University Code of Conduct. Management may seek to adjudicate violations of said Code of Conduct in the form of an administrative hearing, with the goal of education and restoration of a sense of community among the community. Sanctions deemed appropriate to the violation may be issued to any resident found responsible up to and including termination of this agreement.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from Licensor for any such activity.
2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. Pets are not permitted in or about the Apartment, except for animals assisting disabled or handicapped persons and fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, the following will apply:
 - First: A written warning will be issued to you specifying the complaint and a \$100.00 charge will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.
 - Second: Upon a second violation, a \$200.00 charge will be assessed against you, and we may declare the License Agreement to be in default.
5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-occupant nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other occupants and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems

and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.

11. Smoking is not permitted in the clubhouse, apartments, or within 30 feet of any building. All cigarette butts must be disposed of properly.
12. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have University Park permits and current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
13. Keys and key cards belong to Licensor and must be returned to Licensor by the end of the License Term. Charges of \$25.00 per key will be made for each key lost or not returned. Locks are changed at a cost of \$45.00 per lock. A fee will be assessed for lock-outs.
14. You must comply with posted Rules and Regulations.
15. A returned check charge of \$30.00 will be assessed for any check returned unpaid.
16. No furniture/appliance is to be removed from public areas or from the Apartment.
17. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container.
18. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to \$50.00 for each item that we must remove.
19. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Apartment without our prior written consent.
20. As a convenience, we may accept mail/UPS/FedEx Packages on your behalf, however, we will not be held responsible for accepting the packages in the event of theft, damage, or other loss. You must show your valid picture ID to retrieve your package.
21. Guests(s) visits(s) may not exceed three consecutive days unless written permission is obtained from LICENSOR. Guests must abide by all rules, regulations and policies. The Licensee, as host, assumes full responsibility for guest behavior as well as full responsibility for any charges or damages that result from guest behavior.



GUARANTY OF LICENSE

In consideration for, and as an inducement to us in making the foregoing License, and for other good and valuable consideration, the receipt and sufficiency of which you understand, Guarantor guarantees absolutely and unconditionally, jointly and severally, to us the full performance and observance of all the agreements and conditions and of any amended, revised or continued license, to be performed and observed by you, including, but not limited to, the payment of housing fees and other amounts payable by you to us, and expressly waives demand, notice of protest, and notice of any changes, renewals, modifications, or default by you. Guarantor waives each and every notice to which Guarantor might be entitled to under the License, or otherwise, including, without limitation, notice of any breach or default by you. This is a guaranty of payment and not of collection and Guarantor's liability is primary and not secondary. This Guaranty shall apply to the term granted by the License, any extension or renewal thereof and to any holdover term following the term granted by the License or any extension or renewal thereof. As used in this Guaranty, the term "You" shall also include (i) any party or parties named or defined as such in the License, (ii) any and all successors, assigns, and (iii) all other persons and entities claiming by, through or under you. When the term "Guarantor" includes more than one person, each such person shall be jointly and severally liable for all of the obligations of Guarantor under this Guaranty. Each such person waives any right to require us to enforce this Guaranty against any other person(s). The liability of each person under this Guaranty shall continue in full force and effect notwithstanding the death, incapacity, disability or bankruptcy of any other person(s) or the release or discharge (whether by agreement, operation of law, or otherwise) of any other person(s). Each person signing this Guaranty waives any rights that he/she might otherwise have under any law of Maryland or corresponding future statute or rule of law by reason of any release of fewer than all persons that signed this Guaranty. If we institute any legal proceedings against Guarantor to enforce this Guaranty and prevail in such action, Guarantor shall be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. Guarantor consents to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Wicomico County in Maryland.

The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR: _____
SIGNATURE OF GUARANTOR DATE

PRINTED NAME OF GUARANTOR DATE OF BIRTH

RELATIONSHIP TO TENANT: (i.e. Guardian, Mother, Father, Grandfather, Grandmother): _____

BILLING ADDRESS

CITY/ STATE/ZIP CODE EMAIL ADDRESS

HOME PHONE NUMBER CELL PHONE NUMBER

PLEASE SIGN IN FRONT OF NOTARY, UP STAFF MEMBER, OR ATTACH A PHOTOCOPY OF YOUR DRIVERS LICENSE

STATE OF _____ **COUNTY** _____

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, _____, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____.

Notary Public

[NOTARIAL SEAL]

My commission expires: