

GRADUATE AND FAMILY HOUSING HOUSING LICENSE AGREEMENT

The Graduate and Family Housing Office will hereinafter be referred to as “Licensor” and the License Holder will hereinafter be referred to as “Licensee.” The Housing License will be hereinafter referred to as “License.” The Parties understand and agree that, although the fees and other amounts paid to lease the Assigned Unit are referred to as “Rent” in this License, it is not the Parties’ intention to create a landlord-tenant relationship; their intention is to provide the Licensee with a license to use the Assigned Unit subject to the specific terms and conditions set forth herein.

ELIGIBILITY

1. The Licensee must be a full-time student at the University of Kentucky (“University”) or Bluegrass Community and Technical College (“BCTC”) in order to be eligible to live in Graduate and Family Housing. Graduate and Family Housing *may* accept Visiting Scholars, Interns, Postdoctoral students, or others who have an educational association with the University *if* space permits.
2. Family members are only eligible to live in the Assigned Unit (“Unit”) as long as Licensee is eligible. Once the Licensee is no longer eligible to live in the Unit, the Licensee and all Family Members must vacate the Unit as provided herein. All Family members eighteen (18) years of age or older must sign the License. Proof of family status may be requested. (For purposes of this License “Family Member” means a member of the Licensee’s immediate family and includes spouse, children, parents, grandparents, and/or siblings who will reside in the Unit with the Licensee.
3. An individual Licensee (i.e., a Licensee who does not have any Family Members residing in their Unit) may elect to have one Roommate of their choice. The Roommate must meet all eligibility requirements. No more than two individual Licensees are permitted to live in a Unit.
4. An individual Licensee who marries during the term of this License, is still expected to fulfill the terms of their License and if living in a facility designated for individual Licensees may be required to transfer to another Graduate and Family Housing facility.
5. Licensee understands and acknowledges that all residents, including children and Guests, must be on record with the Licensor. It is the Licensee’s responsibility to notify the Licensor when the occupancy in the Unit changes.

PERIOD OF LICENSE

The License Period (“Period”) will begin on the first (1st) day the Licensee occupies the Unit and will end on June 30th annually.

1. The Licensor shall make all reasonable efforts to deliver possession of the Unit on the beginning date of Period, however, the Licensee cannot hold the Licensor liable for damages due to its failure to do so. The Licensee will be assigned to a comparable Unit if vacancy permits. The License will be subject to renewal at the end of said Period, UNLESS: a) the Licensor terminates the License with at least thirty (30) days written notice to the Licensee; b) the Licensee fails to maintain eligibility requirements; c) the Licensor may elect to NOT renew License based on availability beginning with the fourth renewal request and with a thirty-day (30-day) written notice; d) the Licensee fails to follow rules and policies of the Housing Office, Code of Student Conduct, University Ethical Principles and Code of Conduct, any other applicable University policy, or any city or state laws and ordinances; e) the Licensee notifies the Licensor by completing the Notice to Vacate at least thirty (30) days in advance; any other form of notification is not permissible. Renewal of this License IS NOT guaranteed.
2. The Licensor retains right to renew this License. If the Licensor chooses to renew this License, the Licensor shall execute a License Renewal July 1 of each fiscal year. The Licensee shall provide documentation of Eligibility Status (see #1) before the License Renewal may be signed.
3. In the event the Licensee chooses to not renew this License, the Licensee is expected to move out on the date provided on the Notice to Vacate. The Licensor reserves the right to assess additional per day rent in the event the Licensee does not vacate the Unit on the specified date. Where two (2) Licensees occupy a Unit and one or both elects to NOT renew the License, BOTH Licensees must execute the Notice to Vacate. Should one Licensee elect to remain in Graduate and Family Housing, the Licensor will determine whether the Licensee is eligible to remain in the Unit or must transfer to another Unit. The Licensee may request a Transfer within Graduate and Family Housing. A transfer fee will be required.
4. In the event the Licensor cancels this License for any reason, the Licensor shall provide the Licensee with a Notice to Vacant and the Licensee shall vacate the Unit on or before the specified date. If the Licensee fails to vacate the Unit after receiving

the Notice to Vacate, the Licensor may regain possession of the Unit by changing the door locks or by denying access to the building. The cost of the lock change will be charged to the Licensee(s). The Licensor reserves the right to enter the Unit to determine whether the Licensee, Family members, Guests, and/or personal belongings remain in the Unit. Any personal property remaining in the Unit shall be considered abandoned. The Licensor also expressly reserves the right to pursue penalty fees and charges in such circumstance.

RENT, FINANCIAL INFORMATION AND OTHER OBLIGATIONS

1. The Licensor reserves the right to change rental rates based on approval by the University of Kentucky Board of Trustees. Late fees, disciplinary fines, and other charges may be revised upon a thirty-day (30-day) written notice to the Licensee. The Licensor requires a refundable damage deposit. The Licensee shall pay the damage deposit when the License is executed. The Licensee will be held financially responsible for any and all damages caused by the Licensee, Family members, or their Guests. The damage deposit will be refunded except: a) when cleaning or damage fines are charged to the Licensee's account; and/or b) rent is owed to the Licensor.
2. Rent is to be paid in advance on the first (1st) day of every month; first month's rent will be due when the License is signed.
3. If rent is not paid by the second (2nd) day of the month the Licensee is delinquent.
4. Rent not paid by the tenth (10th) day of the month will incur a late fee.
5. If rent is not received by the end of the ten (10) day Grace Period, a Seven Calendar Day Notice to Vacate will be delivered to the Licensee. Prior to the end of the seven (7) days, the Licensee is expected to: a) pay the balance in full; or b) vacate the Unit.
6. A Licensee who is thirty (30) days or more past due will be considered in default. A Hold will be placed on the Licensee's University account.
7. One (1) door key will be issued to the Licensee and one (1) to each Family member eighteen (18) years of age or older who executes this License.
8. All personal property shall be at the risk of the Licensee. The Licensee accepts all liability for damages whether by theft or vandalism, fire, flood or other acts of nature. The Licensor recommends the Licensee purchase Renter's Insurance to cover damage or loss of personal property.
9. The Licensee shall not assign or transfer this License or any interest therein, hypothecate, mortgage, or sublet the Unit or any part thereof.
10. Licensee may not exceed maximum occupancy for Unit.
11. Licensee will be responsible for any and all fines, fees, or charges assessed for violations of the License Agreement and License Handbook.

INVOLUNTARY TERMINATION/DEFAULT

The Licensor retains unilateral right to terminate this License for the breach of any terms or conditions by Licensee, Family Members, or Guests or for any other reason that the Licensor, in its sole discretion, deems to be good cause. Failure of the Licensor to insist upon strict performance of any of the terms or conditions herein shall not be deemed a waiver of any rights or remedies of either party, and shall not be deemed a waiver of any subsequent breach or default in any of the terms or conditions herein.

1. The License shall be subject to early cancellation or termination upon prior written notice from the Licensor if the Licensee fails to pay as required or no longer meets eligibility requirements or otherwise violates the terms and conditions of this License.
2. The License shall be subject to early cancellation or termination upon prior written notice from the Licensor if the Licensee violates the terms and conditions of the License by having multiple infractions and/or complaints lodged by other residents.
3. The Licensor reserves the right to deny, cancel or remove from the Unit individuals who provide false information as part of the application process, individuals with a documented history of violent behavior, individuals who are arrested for a felony offense regardless of whether such activity results in jail or prison time and/or deferred adjudication and/or individuals whose histories or behavior demonstrates the inability to function within the community environment. (For purposes of this License, "Individual" means Licensee, Family members, or Guests). The Licensor further reserves the right to verify any information provided by applicant that is available via public record.
4. Convicted sex offenders and violent offenders are not permitted to live in Graduate and Family Housing. The University of Kentucky Police Department routinely examines the Kentucky State Police Sex Offender Registry and shall promptly notify the Licensor of an offender's presence on campus. Upon learning the Licensee, a Family member, or Guest is or has been convicted of a sex crime or a violent crime as defined in Kentucky Revised Statutes Chapter 17 and Chapter 439, the Licensor shall terminate this License with a Seven Calendar Day (7-day) Notice.

FACILITY DETAILS AND OBLIGATIONS

1. The Licensor shall have the right to enter the Unit, without notice and without consent, for matters it deems urgent, emergency in nature, or a violation of the License. For all other matters the Licensor will provide a forty-eight (48) hour notice to the Licensee except for Pest control which is conducted monthly. When maintenance is requested, permission for entry is

considered granted by the Licensee. OSHA and the University does not permit maintenance workers to remove their shoes before entry.

2. Maintenance service is available twenty-four (24) hours a day. Routine maintenance service will be provided only during regular business hours. Reporting the need for maintenance is the Licensee's responsibility. Failure to report maintenance needs may subject the Licensee to financial obligations.
3. Parking fees are instituted and collected by UK Transportation Services, not the Licensor: <http://www.uky.edu/transportation/>. All vehicles parked in a Residential Facility parking lot must have a University parking permit. The Licensee accepts all liability for vehicle damages whether by theft or vandalism, fire, flood or other acts of nature.
4. Fire Safety is the responsibility of the Licensee, Family members, and Guests. Fire extinguishers are provided in kitchens. Smoke detectors are provided in the Unit and are considered essential life-saving devices. As such, they must never be covered or removed. Open flames, ash, hot coals, etc. are not allowed.
5. If the Licensee has a disability or otherwise needs special accommodations, the Licensee must notify the Disability Resource Center.
6. Support and/or Service and Therapy animals, are permitted in Residential Facilities with documentation from the Disability Resource Center. Possession of an unauthorized animal will result in fines, possibly eviction.
7. The Licensor may provide appliances. Unless provided or permitted by the Licensor, washing machines, dryers, deep freezers and other large appliances are not permitted. The Licensee will be subject to fines or termination of this License if unauthorized appliances are discovered in the Unit. The Licensee may have small appliances, such as microwaves, toaster oven, coffee maker, etc.
8. The Licensee, Family members, and Guests must adhere to all Community Cleaning Standards.
9. Noise must be kept to a minimum at all times. Quiet Hours begin at 7:00 p.m. and end at 7:00 a.m. daily. Continued noise violations may subject Licensee to termination of this License.
10. The University has a Tobacco-free Policy (Administrative Regulation 6:5). The tobacco-free policy, which prohibits the use of all tobacco products on all grounds and parking areas (traditional cigarettes, e-cigarettes, chew, pipes, cigars, hookah or water pipe smoking, snus, snuff, etc.), applies to all areas of the contiguous University campus in Lexington, indoors and out. The use of tobacco products will subject Licensee to fines, disciplinary procedures, and termination of this License.
11. The University has a Policy on Deadly Weapons (Administrative Regulation 6:6). Deadly weapons are not permitted on any property owned, leased, or controlled by the University, including all Residential Facilities. Possession of deadly weapons will subject Licensee to termination of this License.
12. Alcoholic beverages may *only* be consumed inside the Unit in accordance with local and/or state laws. Only individuals of legal drinking age may consume alcoholic beverages.
13. The Licensee shall not alter the construction of the Unit or Residential Facility landscape.
14. The Licensee is responsible for the supervision and actions of all Family members and Guests and ensuring they obey all applicable rules and regulations referenced herein.

ADDITIONAL PROVISIONS

1. This License and the policies referenced within are the entire agreement of the parties and cannot be modified except in writing and signed by the parties.
2. The University does not discriminate in any of its programs, procedures, or practices against any person on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with the University policy concerning smoking.
3. This License is governed by and construed according to the laws of the Commonwealth of Kentucky. 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. Venue for any action arising under or concerning this License shall be in Franklin Circuit Court.
4. The Licensee shall refer to the License Handbook for a complete explanation of the content of this License Agreement.