

Date: \_\_\_\_\_

Student: \_\_\_\_\_

Student's Email Address: \_\_\_\_\_

### **Exceptional Intern Living LLC Housing License Agreement and Rules**

EXCEPTIONAL INTERN LIVING LLC ("EIL LLC") enters into this Housing License Agreement (the "License Agreement") with

\_\_\_\_\_ ("Student") for a license to occupy on

a non-exclusive basis Apartment #\_\_\_\_ (the "Apartment") located at

\_\_\_\_\_ in Washington, D.C. (the "Property") for the

period commencing as of \_\_\_\_\_, 2017 (the "Commencement

Date"), and terminating as of \_\_\_\_\_, 2017 (the

"Termination Date") (this period is known as the "Term"). The effective date of this

License Agreement is the later of (i) the date the last signature is affixed to this

License; or (ii) when EIL LLC receives each of the following (a) the completed

application; (b) the fully executed License Agreement; and (c) payment in full of both

the License Fee and Security Deposit (each as specifically defined in Paragraph 2

below).

**1. LICENSE** – As of the Effective Date, EIL LLC grants a non-exclusive license to Student to use as a group residence the Apartment, subject to the Rules and Regulations set forth in Section 10 below, provided that Student has paid in full and in advance both the License Fee and Security Deposit stated in Paragraph 2. This License

Agreement includes the non-exclusive right for Student to use any common areas in the Property, as well as the furniture (including, without limitation, bed) and equipment in the Apartment. This License Agreement shall constitute a license and shall not be deemed to constitute a lease or to create or transfer an interest in or a lien on real estate.

**2. LICENSE FEE AND SECURITY DEPOSIT:** Student shall pay to EIL LLC a one-time license fee for occupancy and use of the Apartment in the amount of \$ \_\_\_\_\_ (the "License Fee") for the period commencing at 3:00 p.m. on the Commencement Date and ending at 12:00 p.m. on the Termination Date. Student shall pay to EIL LLC a security deposit of \$200 (the "Security Deposit"). The License Fee and Security Deposit are to be paid on or before \_\_\_\_\_ (the "Due Date") by check made payable to "Exceptional Intern Living LLC" or by PayPal online money transfer or electronic fund transfer/wire transfer to the account provided by EIL LLC. If payment is made by either Pay Pal or electronic fund transfer/wire transfer, Student is to provide simultaneous email notification to EIL LLC. If payment of the License Fee and Security Deposit is not received in full by the Due Date, this License Agreement is deemed null and void and cancelled, Student has no rights to the use of the Apartment and EIL LLC may offer the Apartment to another person without fear of liability or damage to Student.

**3. ASSIGNMENT OF SPACE:** Although EIL LLC has designated the License Agreement to apply to the Apartment, EIL LLC, in its sole and absolute discretion, and prior to Student moving into the Apartment, reserves the right to reassign Student to a different apartment in the Property (the "New Apartment"). Should such reassignment of Student be deemed necessary (in EIL LLC's sole and absolute discretion), EIL LLC will

provide Student with advanced written notice of such reassignment, including the number of the New Apartment. In the event of such reassignment, this License Agreement will apply and govern Student's use and occupancy of the New Apartment as if originally executed for the New Apartment. Student may move into the Apartment (or New Apartment as the case may be) as of 3:00 p.m. on the Commencement Date and Student shall pick up keys to the Apartment (or New Apartment as the case may be) and to the Property from EIL LLC at a location and time to be designated by EIL LLC.

**4. CANCELLATION PRIOR TO OCCUPANCY:** Student may cancel this License Agreement by written notice received by EIL LLC not later than 30 days prior to the Commencement Date, in which event Student will receive a refund of: (i) the full Security Deposit actually paid; and (ii) the License Fee actually paid, less a service charge of \$50.00. If notice of cancellation is received less than 30 days prior to the Commencement Date, Student will receive a refund of: (i) the full Security Deposit actually paid; and (ii) 50% of the License Fee actually paid.

**5. SECURITY DEPOSIT –** The Security Deposit is provided to ensure that Student does not damage (ordinary wear and tear excepted) the Apartment or Property or equipment or furniture (including missing items) during the Term. Provided there is no such damage or missing items, the Security Deposit shall be returned in full (but without interest) to Student within 30 days of the end of the Term and Student's return of possession of the Apartment to EIL LLC. In the event that damage to the Apartment or the Property or removal of equipment or furniture occurs, EIL LLC shall be entitled to deduct the cost of repairing such damage or replacing such removed or damaged

equipment or furniture from the Security Deposit, itemizing the same and, if any of the Security Deposit remains after such application, to return the balance to Student.

However, the Security Deposit is not the limit of Student's liability for damage to the Apartment or Property or furniture or equipment, or lost or missing furniture or equipment, and Student shall be liable for the full cost thereof.

**6. TERMINATION:** This License Agreement may be terminated by EIL LLC in the following manner and for the following reasons:

- A. Disciplinary Actions:** If Student violates any of the terms and conditions of this License Agreement or of the Rules and Regulations set forth in Section 10 below, EIL LLC may terminate this License Agreement and Student shall quit and vacate the Apartment and Property, removing any and all of Student's personal property, within 24 hours of receipt of such notice. Student shall not be entitled to a refund of any portion of the License Fee in the event of such termination and the disposition of the Security Deposit will be as stated in Section 5.
- B. Student Behavior:** If student exhibits behavior or mode of living which, in the sole and absolute discretion of EIL LLC, is not conducive to group living in the Property or is detrimental to other students within the Property, then this License Agreement may be terminated by EIL LLC in which event Student shall quit and vacate the Apartment and Property, removing any and all of Student's personal property, within 24 hours of receipt of such notice.

Student shall not be entitled to a refund of any portion of the License Fee in the event of such termination and the disposition of the Security Deposit will be as stated in Section 5.

- C. Failure To Vacate Apartment:** At the end of the Term, or if the License Agreement is terminated as provided in Subsections A or B above, Student must quit and vacate the Apartment and Building, removing any and all of Student's personal property on the effective date of termination which shall be: (i) at expiration of Term, Noon on the Termination Date; (ii) if terminated pursuant to Subsections A or B, 24 hours after receipt of such notice. Upon Student's failure to vacate, EIL LLC shall be entitled to immediate possession of the Apartment and to secure possession without any other or further notice to Student, Student having hereby waived any written notice to quit
- D. Notice to Student:** EIL LLC may provide notice of termination of this License Agreement by email to Student at the address shown on page one of this License Agreement, or by certified mail, return receipt requested, Federal Express or via hand delivery to the Student.
- E. Termination of Access:** Upon termination of this License Agreement, Student's right of access and occupancy shall terminate and all locks may be changed by EIL LLC and the cost thereof shall be deducted from the Security Deposit.

**7. NON ASSIGNABILITY OF THIS LICENSE:** This License Agreement is personal to the Student and it may not be assigned by Student to any other person.

**8. JOINT RESPONSIBILITY:** If the Apartment is assigned to more than one student, each shall be responsible for his/her own License Fee; but all shall be responsible jointly and severally for damage to or within Apartment or the Property beyond reasonable wear and tear, and the cost of repairs may be assessed jointly or severally.

**9. CARE AND USE OF APARTMENT:** Student shall use the space exclusively as lodging and shall not operate a business or undertake any hazardous activity therein. Student shall comply with all District of Columbia and federal laws and regulations. Student shall take care of the Apartment and shall surrender the same at the end of the Term in good order and in as good condition as received, reasonable wear and tear accepted. To insure that proper care is being taken of the space, EIL LLC, its authorized agents, employees and contractors, shall have the right after having first given reasonable notice and times, to enter and/ or to inspect the Apartment whether or not Student is present. In addition, emergency-related access shall be permitted at all times without any notice from EIL LLC. Student understands and agrees that EIL LLC and its employees, contractors and agents will maintain keys to the Apartment for the use of EIL LLC, their employees, contractors and agents.

## **10. RULES AND REGULATIONS**

1. SECURITY regulations prohibit:
  - Overnight guests, including family
  - Unaccompanied guests
  - Outside guests in housing after 10:00 PM

2. No smoking of any kind, including, without limitation, tobacco, marijuana, e-cigarettes or vaporizers, is permitted inside the Apartment, the Property or on the grounds of the Property (including patios, pool deck).
3. No alcoholic beverage or controlled substance (drugs without a prescription) is permitted in the Property at any time, including marijuana.
4. Quiet hours are daily from 10:00 PM to 7:00 AM. Please respect the other students in the Property and ensure that all televisions, radios, computers, stereos, musical instruments, etc., are at an appropriate volume or connected to headphones.
5. Unless students are exiting or entering the Property, the doors to the Property must remain closed and locked at all times.
6. Students are expected to clean up after themselves. Bagged trash must be taken out daily and placed in the appropriate receptacles (refuse or recycling). Student agrees to comply with all local and federal laws governing separation of trash and recyclable materials.
8. No painting any portion of the apartment.
9. No BBQ grills or stoves of any kind are permitted on patio.

**11. Liability:** Student hereby agrees to indemnify and hold harmless EIL LLC, its employees, agents and contractors from and against all damages and claims (including, without limitation, attorney's fees) arising from Student's conduct within the Apartment and the Property. Student waives and releases any claims Student may have or acquire against EIL LLC arising from EIL LLC's negligence or from the negligence of its employees, agents or contractors.

**12. UTILITIES AND SERVICE:** EIL LLC maintains laundry accommodations and common cooking facilities for Student's use. EIL LLC shall also provide electricity, internet service, cooling during warm seasons, hot and cold water, and shared sanitary facilities, and heat during cold seasons all as adequate and necessary in the judgment

of EIL LLC and as required by applicable law. Student is expected to maintain sanitary conditions. EIL LLC shall not be responsible for failure to provide these services for any reasonable period of time if and when such failures are caused by riots, strikes, supply shortages, accidents, or any other conditions beyond EIL LLC's control.

Any unauthorized tampering with internet or cable equipment may result in discontinuation of service and any charges incurred by EIL LLC due to such unauthorized usage, including reconnection or fines/penalties, shall be billed to the Student.

**13. FIRE HAZARDS, ALTERATIONS, WASTE:** Student shall not make any alterations to the Apartment or the Property without express written permission from EIL LLC; shall not damage nor permit the damage of any part of the Apartment; shall not do or permit the doing of anything that shall constitute a fire or health hazard; and shall not permit the accumulation of waste and refuse within the space. Violation of these terms and conditions by Student may be considered sufficient reason for action by EIL LLC, including, without limitation, termination of this License Agreement.

**14. DAMAGES TO PERSONS OR PROPERTY:** EIL LLC shall not be liable for any loss or damages to Student's personal property resulting from fire, theft, casualty or any cause, or personal injuries occurring within the Apartment or Building. Student is advised to carry an appropriate insurance policy for their personal property, or have their parent's/guardian's insurance policy extended to their personal property during the Term.

**15. NON-RETURNED OR LOST KEYS:** An \$50.00 charge will be made for any non-returned or lost keys. Such charges may be assessed at any time during the



Student's term and payment is expected within 5 days of EIL LLC providing a replacement key.

**16. CHECK-OUT PROCEDURE:** When leaving the Apartment and Property at the end of the Term, Student agrees to check out officially with EIL LLC and to turn in the key(s) at such time. Student agrees to leave the Property "broom clean and free of debris" at the time of CHECK-OUT; and if upon inspection by EIL LLC at or about time of CHECK-OUT it is determined that the Apartment is not "broom clean and free of debris", Student agrees to pay EIL LLC \$75.00 cleaning charge. When applicable, a refund of the Security Deposit will date from the CHECK-OUT time. Upon the Student moving out, the Property will be inspected and the Security Deposit refunded as detailed in Section 5 herein.

**17. GOVERNING LAW:** This License Agreement shall be governed by the laws of the District of Columbia.

I agree to the Exceptional Intern Living LLC Licensing Agreement and Rules.

**STUDENT**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXCEPTIONAL INTERN LIVING LLC**

BY: \_\_\_\_\_

\_\_\_\_\_  
DATE