

**CO-HOUSING LICENSE AGREEMENT
ADDENDUM**

Date:

Name:

Department/Title:

College Rental Housing Address: Samuelson House, 575 Water Street, Room #[X], Williamstown

I, [EMPLOYEE NAME], understand that I am a participant in the Co-Housing Program. I understand that this program is a pilot and that while the College intends to pilot the program for a three-year period, the College may choose to terminate the program before that date. If the pilot is ended early, the College will give co-housing occupants preference in the traditional spring lottery to pick a different unit.

I understand that no pets are permitted and that there may only be one occupant per bedroom.

I understand that it is not the College's responsibility to mediate disputes between co-housing occupants and agree that I will work in good faith to resolve differences with other co-housing occupants, should any arise.

The program will be reviewed with the Faculty Compensation Committee (FCC) and Benefits Committee following the initial pilot or as needed. Any changes to the program will be reviewed and approved by the FCC and Benefits Committee, including the decision to discontinue the program.

THE PRESIDENT AND TRUSTEES OF
WILLIAMS COLLEGE

BY: _____
Chris Winters
Associate Provost

OCCUPANT:

Date: _____

(Name)

CO-HOUSING LICENSE AGREEMENT

THIS HOUSING LICENSE AGREEMENT dated _____, is by and between THE PRESIDENT AND TRUSTEES OF WILLIAMS COLLEGE, a Massachusetts educational corporation, with a principal place of business at 880 Main Street, P.O. Box 458, Williamstown, Massachusetts 01267 ("College") and **NAME OF EMPLOYEE**, employee of the College ("Occupant").

IN CONSIDERATION of the mutual covenants and agreements contained herein, the parties agree as follows:

- Occupancy of the Premises.** The College hereby grants to Occupant, and Occupant accepts, a license to occupy **Samuelson House, 575 Water Street, Bedroom # _____** (the "Individual Premises") for residential purposes only and a license to share the common spaces within Samuelson House (the "Shared Premises," and together with the Individual Premises, the "Premises"), subject to the terms and conditions set forth or referenced herein and in the attached Co-Housing License Agreement Addendum. This Agreement is a license and not a lease. It does not convey any interest in or grant possession of the Premises, but only grants the privilege to use the Premises in connection with and during the period of the Occupant's employment with the College, subject at all times to the management and control of the Premises by the College. The Shared Premises is partially furnished with basic furniture, kitchen equipment, and linens. All additional furnishings, including all furnishings for the Individual Premises, must be provided by Occupant. The College reserves the right to enter the Premises, upon reasonable notice to Occupant, for purposes of routine inspections and to carry out necessary repairs and renovations. This Agreement may not be assigned.
- Rent and Utilities; Salary Debit Authorization.** Starting on the Rent Commencement Date, Occupant shall pay to the College an initial monthly rental of **\$MONTHLY RENT** for occupancy of the Premises hereunder which shall be debited from Occupant's salary. Rent Commencement Date shall mean **MOVE IN DATE**. All utility charges, including wireless internet, lawn care, snow removal, trash removal, and common area cleaning are included in the monthly rental amount and are provided by the College. Occupant agrees that the College may, at its option, increase the monthly rental on an annual basis provided the College gives Occupant written notice of the increased rental at least thirty (30) days prior to the date on which the increase is to take effect. Occupant hereby provides the College with continuing authorization to pay said increased rent via two equal debits per month from Occupant's then current salary. Occupant shall complete, sign and submit to the College Real Estate Office the Williams College Rent Collection form.
- Security Deposit; Salary Debit Authorization.** Occupant shall pay a security deposit equal in amount to one monthly rental of **\$SECURITY DEPOSIT**. At Occupant's option, the security deposit may be paid upon or prior to the Rent Commencement Date or by debit from Occupant's salary over the first four salary payments (i.e. two months) after the Rent Commencement Date. By signing the Williams College Rent Collection form, Occupant authorizes the College to debit Occupant's salary one-fourth of the amount of the security deposit from each of four salary payments.
- Accounting for and Interest on the Security Deposit.** The College will provide Occupant with a receipt for the amount of the security deposit within 30 days after the security deposit has been paid in full. The receipt will inform Occupant of the name and address of the bank where the security deposit is being held and the account number in which it is being held. Within 30 days after the termination of this Occupancy Agreement, the College will (i) pay Occupant interest on the security deposit equal to the lesser of the amount received in interest from the bank where the security deposit is held or 5% and (ii) provide Occupant with a statement reciting the name and address of the bank where the security deposit is being held, the account number in which it is being held, and the amount of interest payable to Occupant.
- Return of the Security Deposit.** The security deposit will be returned to Occupant after this Occupancy Agreement has ended if Occupant has complied with all of the requirements set forth in this Agreement, including those in paragraph 9 below and in the attached Addendum A. If the College retains some or all of the security deposit, Occupant will receive notice (if Occupant has provided a forwarding address) within 30 days of Occupant's vacating the premises of the reasons that some or all of the security deposit was withheld. Any balance remaining of Occupant's security deposit will be returned to Occupant within 30 days of Occupant vacating the premises.
- Occupant's Covenants.** During the Occupant's occupancy of the Premises, Occupant shall be responsible for, and comply with, all of the terms of occupancy set forth in the current editions of the *Faculty and Staff Housing Handbook*, the *Faculty Handbook* and the *Administrative Staff Handbook* published and issued by the College (collectively referred to as the "Handbooks") and with the terms of the Addenda to this Agreement.
- Occupant's Risk; Insurance.** Occupant acknowledges that all of Occupant's goods and property on the Premises during the occupancy hereunder are at Occupant's sole risk, and that it is Occupant's responsibility to obtain renter's or other insurance. Subject to provisions of applicable law, the College shall not be liable for any personal injury or property damage or loss suffered by Occupant, by any invitee of Occupant, on the Premises, including, without limitation, any liability for property which shall be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, theft, etc., while on the Premises, unless caused by the College's negligence or other misconduct or by the negligence or other misconduct of anyone for whose conduct the College is responsible.

8. Indemnification. Occupant shall indemnify and save the College and its officers and employees harmless from all liability, loss or damage arising from or based upon any act or omission, carelessness, neglect or improper conduct committed on the Premises by Occupant, or by anyone for whose conduct Occupant is responsible.

9. Termination. This Agreement terminates upon termination of Occupant's employment with the College. It also may be terminated at any time by the College in its sole discretion in the event of any material breach of the terms hereof. All Occupants leaving or moving within College rental housing at the end of the academic year must vacate their unit by June 15. If Occupant will be leaving the Premises before the end of the academic year, Occupant may terminate this Agreement with prior notice of at least thirty (30) days to the College. If Occupant fails to provide such notice, Occupant will be liable for one month's rent. Upon termination of the occupancy as set forth herein, Occupant shall vacate the Premises in compliance with the terms, conditions and procedures set forth in this Agreement, in the Handbooks, and in the Checklist for Vacating College Rental Housing, attached as Addendum B, including without limitation, (a) removal of all personal property belonging to the Occupant, leaving no unwanted furniture or other personal property on the Premises, (b) leaving the Premises as clean as Occupant found them, and (c) returning all keys to the Premises to College's Lock Shop or Security promptly upon vacating the Premises. Occupant hereby agrees that Occupant shall incur a charge for any and all (i) damage done to the Premises beyond normal wear and tear, including damage to or removal of College furnishings (ii) cleaning that the College must perform due to Occupant's failure to do the same, and (iii) lost keys to the Premises for which Occupant was responsible. **Occupant's liability for the foregoing shall not be limited to the amount of the security deposit.**

10. Subletting. As recited in paragraph 1, above, this Agreement is not assignable. Notwithstanding any language to the contrary in the Handbooks for other types of College housing, subletting space within College co-housing is strictly prohibited.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts.

12. Fireplaces. Fireplaces in your unit, if any, are subject to annual safety inspections.

IN WITNESS WHEREOF, the College has caused this instrument to be executed by the undersigned officer, duly authorized, and the Occupant has signed the same, all under seal as of the day and year first above written.

THE PRESIDENT AND TRUSTEES OF
WILLIAMS COLLEGE

BY:

Chris Winters
Associate Provost

OCCUPANT:

Date: _____

(Resident)