

MIXED-USE HOUSING LICENSE AGREEMENT

THIS HOUSING LICENSE AGREEMENT dated [DATE], 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 the Premises known as [ADDRESS/NAME OF UNIT] ("Premises") for residential purposes only, subject to the terms and conditions set forth or referenced herein. 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 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 \$[AMOUNT] for occupancy of the Premises hereunder which shall be debited from Occupant's salary. Rent Commencement Date shall mean [DATE]. Occupant also agrees to pay Utility charges in accordance with paragraph 6 below. 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 of \$[AMOUNT] 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 \$[AMOUNT]. 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. Once per year, within 30 days after the anniversary of this Occupancy Agreement, or 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 paragraph 10 below. 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.
- Payment of Utility and Other Charges.** If Occupant is responsible to pay for the items identified below, i.e. charges for electricity, fuel oil, natural gas, trash collection, yard care and snow removal during the occupancy of the Premises (collectively "Utility" charges), then Occupant shall contract directly with the utility provider. College will pay charges for water and sewer during the occupancy of the Premises. If Occupant is responsible for payment of charges for any or all of trash removal, yard care and snow removal, Occupant has the options to self perform or engage the services of third party service providers. The College reserves the right to provide or contract for trash removal, yard care and snow removal services for the Premises, and to charge Occupant as additional rent the cost for such services, in the event Occupant fails to perform or cause to be performed such services on a regular and timely basis.

Tenant pays Utilities:

___ Electricity

___ Natural gas

___ Oil heat

Tenant pays Maintenance:

___ Trash collection

___ Snow removal

___ Yard care

7. 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 at Williams College*, the *Faculty Handbook* and the *Administrative Staff Handbook* published and issued by the College (collectively referred to as the "Handbooks").

8. 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.

9. 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.

10. 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. If Occupant is a faculty member, whose appointment ends at the end of the academic year, or is an administrative staff member, Occupant must vacate the Premises no later than June 15. Non-tenure track faculty on terminal contracts are expected to vacate their unit by June 15, as are those in Group 2, as outlined in the Faculty Handbook. All others leaving or moving within College rental housing must vacate their unit by June 30. If Occupant will be leaving the Premises for other reasons, 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 and in the Handbooks, 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 (including all stoves and refrigerators, as well as the basement, if any), 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, (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.

11. Subletting. As recited in paragraph 1, above, this Agreement is not assignable. However, Occupant may, during the term of an approved leave from College employment, sublet, or ask the College to sublet, the Premises. The provisions in the Handbooks applicable to "Subletting of College Rental Property" shall govern the terms and conditions under which a sublet may be permitted (and the College reserves the right to amend or delete such provisions without prior notice to Occupant). No sublet will be permitted unless the Occupant has submitted a completed College Rental Housing Sublet form to the College Real Estate Office at least five months prior to the commencement of Occupant's scheduled leave from employment.

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

13. 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: _____
Jamie Art
Director of Real Estate and Legal Affairs

OCCUPANT:

Date: _____
