

# TAYLORPLACE

120 E. Taylor St.  
Phoenix, AZ 85004  
www.asu-taylorplace.com

Hello **ASU Summer Student!**

We are excited you are choosing to live the Arizona State University Downtown Phoenix campus in the coming summer semester.

To ensure quick processing, please read these instructions thoroughly and then complete all parts of your application packet. As you have questions, call (602) 496-6711 or e-mail [living@asu.edu](mailto:living@asu.edu). We're here for you weekdays from 8 a.m. to 8 p.m. and Saturdays 10 a.m. to 4 p.m. and strive to answer your questions within 1-2 business days.

## APPLICATION PACKET CHECKLIST

For Summer Students Only

Your completed application packet will include four forms, described below. These forms are available through our website and at our office. If you need help completing these forms, do not hesitate to contact us.

Summer 2009 Housing Preference Request Form

Summer Housing 2009 Agreement

Be sure to read this agreement carefully, initialing the bottom right corner of each page and signing the last page. Your signature here enters you into a binding agreement. We encourage you to review this document with anyone you need to consult about your decision.

## APPLICATIONS ACCEPTED

ASU Taylor Place Office ..... Monday – Friday  
*on the Downtown Phoenix campus* 8:00 a.m. to 8:00 p.m. (Saturday 10a.m. to 4:00 p.m.)  
*We're located on the ground floor of Taylor Place located at 120 E. Taylor St., Phoenix, AZ, 85004. Metered street parking available. By turning your packet in to person, you are able to select your room right away!!*

By Mail Delivery ..... For applicants unavailable during regular business hours.  
*Follow instructions on below.*

Via Fax ..... Fax to 602-252-6714. Please include name on all pages faxed

Via E-mail ..... Scan and send to [living@asu.edu](mailto:living@asu.edu)

## MAILING IN YOUR APPLICATION

If you are unable to see us during business hours.

**Application packets received incomplete, incorrect, or unsigned will not be accepted.** Call us in advance if you have questions! Before mailing, be sure to:

- Include all the two application packet forms (Housing Preference Request and Housing Agreement);
- Make a photocopy of the application for your records.

We recommend you send in the above mentioned forms via Certified Express Mail, FedEx, or UPS to ensure your application packet can be traced for delivery confirmation. **Mail your application packet to:**

ASU Taylor Place  
120 E. Taylor St.  
Phoenix, AZ 85004

Please note: you are not guaranteed your desired unit type until we receive your completed application packet and confirm availability. Once we have received your packet, we will contact you to verify receipt and (for a limited time) discuss room assignment options.

## **DISABILITY**

## **Special Housing Considerations**

If you are a person with a disability who may require special housing considerations, contact Mary L. Bankhead at 602-496-6713 or [mary.bankhead@asu.edu](mailto:mary.bankhead@asu.edu) as soon as possible and no later than May 1, 2009.

Please print legibly. This information will be used to help determine your housing assignment. Complete Parts 1 -8.

### PART 1 - ELGIBILITY

To be eligible for summer housing at Taylor Place, you must meet one or more of the following:

1. Be enrolled in at least one summer class;
2. Be enrolled in fall 2009;
3. Have an ASU sponsored academic internship;
4. Be a student-employee at an ASU campus working during the summer; or
5. Have expressed written approval from Taylor Place Management.

### PART 2 - PERSONAL INFORMATION

Name: \_\_\_\_\_  
First Middle Last

Home Address: \_\_\_\_\_  
Street City State Zip

Cell Phone: ( ) - Home Phone: ( ) - ASURITE ID: \_\_\_\_\_  
5-8 Alpha Characters

ASU E-mail: \_\_\_\_\_ ASU Affiliate ID: \_\_\_\_\_  
ASU E-mail Only

Date of Birth: \_\_\_\_ / \_\_\_\_ / 19\_\_\_\_ Gender:  Male  Female Expected ASU Graduation Date: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_  
Month Year

Class Standing:  Freshman  Sophomore  Junior  Senior  Transfer  Graduate

Academic College Attending: Cronkite Nursing Public Programs University College Other \_\_\_\_\_

### PART 3 - EMERGENCY CONTACT INFORMATION

Name: \_\_\_\_\_  
First Middle Last

Address: \_\_\_\_\_  
Street City State Zip

Cell Phone: ( ) - Home Phone: ( ) - Work Phone: ( ) -

E-mail: \_\_\_\_\_ Relationship: \_\_\_\_\_

### PART 4 - ROOMMATE PREFERENCES / REQUEST

None

\_\_\_\_\_  
Last Name First Name ASU Affiliate ID of Requested Roommate

Disclosure of the ID number is voluntary and should be provided only with consent of requested roommate. If the ID number is not provided, matching may not be possible.

### PART 5 - ROOM PREFERENCE

Select only ONE room preference. If more than one is selected, the less expensive will be assigned.

\_\_\_\_\_ I would like to reside in a shared room, standard view with a roommate for the summer (\$999.00 for the entire summer.)

\_\_\_\_\_ I would like to reside in a shared room, city view with a roommate for the summer (\$1099.00 for the entire summer.)

\_\_\_\_\_ I would like to reside in a super single room, standard view without a roommate for the summer (\$1499.00 for the entire summer.)

\_\_\_\_\_ I would like to reside in a super single room, city view without a roommate for the summer (\$1599.00 for the entire summer.)

### PART 6 - PAYMENT PLAN

Select only ONE payment plan. If more than one is selected, then 1 payment plan will be assigned.

First payments must be made prior to move-in or 5/25/09, whichever occurs first.

PLAN 1: 1 payment - Full amount Due 5/25/09

PLAN 2: 2 payments - ½ amount plus \$25 due 5/25/09 and ½ amount due 6/25/09

If you are planning to pay with Financial Assistance, select Payment Plan 1. Payment Plan 2 will be billed a \$25 non-refundable processing fee.



**All summer housing payments are made directly to Taylor Place.** Taylor Place Housing is NOT billed to your ASU Student Account and, thus, will not appear there. Additionally, your Financial Aid WILL NOT automatically pay for your Taylor Place Housing. What happens is the following:

1. Your financial aid will disperse to your ASU Student Account and will pay any amounts owed that are on the account;
2. If you have more financial aid dispersed than amounts owed, then you will get a financial reimbursement to you directly. For example, if you have \$3,000 in financial aid dispersed to your ASU account and you only owe \$1,000, then you will receive a refund in the amount of \$2,000. (Sign up for direct deposit on your myasu to receive your funds in the quickest manner.)
3. Once you have received your refund, then it is your responsibility to pay for your Taylor Place housing directly to Taylor Place. Payments can be remitted via the Taylor Place Resident Portal, in person at the Taylor Place, over the telephone, or via postal mail.

**PART 7 - HOUSING AND DINING CONFIRMATION**

**FOR NEW ASU STUDENTS ONLY (i.e SUMMER BRIDGE, TRANSFER, and NEW GRADUATE STUDENTS)**

–A \$125 NON-REFUNDABLE Housing Living and Dining Request charge will automatically be charged to your ASU Student Account.

Students can access their student account at myasu.

Students can pay their ASU Account Balance by:

1. e-Check – This is ASU’s preferred method of payment. It is accessed through myasu by selecting the “Make A Payment/QuikPay” link. E-Checks are a fast and simple online payment method that can be made from regular U.S. checking and savings accounts.
2. Credit/Debit Card – ASU does not directly accept credit/debit cards but has arranged with a third-party processor to accept Mastercard, Discover, and American Express payments online through QuikPay. This is accessed at myasu by selecting the “Make A Payment/QuikPay” link. All credit/debit card payments are charged an additional **2.75%** service fee by the processor.
3. Mailed Check – Checks should be payable to Arizona State University and must include the student’s ASU ID. Checks can be mailed to:  
 Cashiering Services  
 Arizona State University  
 PO Box 870303  
 Tempe, AZ 85287-0303
4. Personal Check, Money Orders and Cash payments only are accepted in-person at Cashiering Services on all four Arizona State University campuses.

**PART 8 - ACKNOWLEDGEMENT**

**(Initial next to each area to indicate acknowledgement)**

- I have read, understand, and signed the Summer Housing Agreement. \_\_\_\_\_
- I understand that the Summer Housing Agreement at Taylor Place is for the entire summer semester, 5/16/09 – 8/19/09. \_\_\_\_\_
- I understand that all Summer Housing fee payments are to be paid directly to Taylor Place. I understand that my Summer Housing fees will NOT be applied to my ASU student account. \_\_\_\_\_
- I have read and completed parts 1 through 8 of the Housing Preference Request Form and understand that my preferences are not guaranteed. \_\_\_\_\_
- I understand that if I decide not to attend ASU I must notify University Housing and Taylor Place in writing. Notifying any other university office may not cancel your agreement and fees may be applied. \_\_\_\_\_
- I understand that University Housing/Taylor Place will correspond with me via my official university e-mail address. It is my responsibility to check my university e-mail for communication from University Housing/Taylor Place. \_\_\_\_\_
- I understand that the \$125.00 Housing Living and Dining Request charge will be posted to my account and is due immediately. **FOR NEW ASU STUDENTS ONLY** \_\_\_\_\_
- I give Taylor Place staff permission to release my phone number and e-mail address to my prospective roommate prior to arrival at ASU. \_\_\_\_\_



Signature: \_\_\_\_\_

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



# TAYLOR PLACE

## HOUSING LICENSE AGREEMENT SUMMER 2009

DOWNTOWN PHOENIX STUDENT HOUSING, LLC, LICENSOR  
CAPSTONE ON-CAMPUS MANAGEMENT, LLC, MANAGEMENT AGENT

Downtown Phoenix Student Housing, LLC. ("Licensor") does hereby license to resident/student \_\_\_\_\_ ("Licensee") a portion of the premises in the residential housing facility on the campus of Arizona State University (the "School") located at 120 East Taylor Street, Phoenix, Arizona 85004 (the "Project") pursuant to the terms and conditions of this Housing License Agreement (this "License Agreement"), and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

1. **Licensor's Agent.** Licensor has hired an agent as property manager of the Project (currently Capstone On-Campus Management, LLC) ("Agent") to conduct and handle all Licensor and/or licensor business at the Project for Licensor, as provided in this License Agreement. Such business includes, but is not limited to, resident issues, policies, procedures and collection of license fees. Whenever Licensor is referenced herein, Agent is authorized to act on Licensor's behalf in all respects. All rights granted to Agent herein are also granted to Licensor.
2. **Eligibility.** The Licensee must, throughout the Term (as defined hereafter), be a student, faculty or staff member of the School, the University of Arizona or Northern Arizona University (the "Eligibility Criteria"). Licensee must be degree seeking and in good standing with the School. Licensee hereby grants to Agent permission, from time-to-time at the election of Agent, to verify that Licensee meets such Eligibility Criteria. If at any time Licensee fails to meet the Eligibility Criteria for occupancy of a portion of the Project, Agent may elect in the exercise of its discretion to terminate this License Agreement and deny further residing by such Licensee in the Project. Further, Agent reserves the right to deny residency to any applicant not meeting the Eligibility Criteria for occupancy of a portion of the Project.

Licensee does hereby acknowledge and agree that this License Agreement shall be in full force and effect for the entirety of the Term, regardless of whether Licensee is for any reason unable to continue occupying the Premises. Accordingly, the obligation of Licensee to make license payments shall continue for the entirety of the Term and until all such sums due Agent hereunder have been paid in full.

3. **Description of Premises.** That portion of the Project licensed to Licensee shall consist of the non-exclusive use and occupancy of one bedroom and one bathroom in the unit type set forth below (which is hereinafter referred to as the "Unit" or "Premises"). Licensee does hereby acknowledge and agree that this License Agreement shall be applicable to the following unit type, as indicated by initial below:

Licensor Initials	Tower	Type	Description	Rate
	I	Double Room	Shared bedroom, shared bathroom	\$999.00
	I	Double Room with City View	Shared bedroom, shared bathroom, floor-to-ceiling windows	\$1,099.00
	I	Super Single	Private bedroom, private bathroom	\$1,499.00
	I	Super Single with City View	Private bedroom, private bathroom, floor-to-ceiling windows	\$1,599.00

4. **Term.** This License Agreement shall become a legal and binding agreement upon the execution hereof by Agent (for and on behalf of Licensor) and Licensee, and shall be for an occupancy term beginning on **May 15, 2009** (the "Term Commencement Date") and ending on **August 19, 2009** (the "Termination Date"). This entire period is hereinafter referred to as the "Term".

Permitted cancellation of this License Agreement will only be allowed on a limited basis. Acceptable reasons include the following: a) graduation from ASU; b) withdrawal/transfer from ASU; c) an academic internship sponsored by ASU that requires the Licensee to leave the Phoenix area; and d) military duty activation that requires the Licensee to withdraw from ASU. Licensees who withdraw from ASU under the permitted reasons above will be allowed to cancel the remaining portion of their License Agreement upon providing written documentation from the School. If the Licensee were to re-enroll at ASU at any time during the remainder of the Term, the License Agreement will remain in-force.

Licensees who meet the criteria established above and who desire to cancel their License Agreement agree to not move out of the Premises without obtaining an approved License Agreement Release and going through an official check out process with Licensor. A Licensee vacating his/her assigned space without a written release from Agent will be held responsible for the financial commitments of the entire term of the License Agreement, including the portion remaining after the Licensee vacates the room. Additional fees may be associated with License Agreement release requests.

Any occupancy by Licensee of the Premises subsequent to the Term shall be pursuant to a separate written Housing License Agreement by and between Agent and Licensee. Any and all obligations of Licensee contained in this License Agreement shall survive conclusion of the Term.

5. **License Fee.** The license fee payable by Licensee hereunder for occupancy of the Premises during the Term shall be based on the unit type and corresponding rate selected in Section 3 above, as follows:

Payments will be divided into two equal semesterly installments and included in fees charged by Arizona State University. All room and board fees are due in advance of the semester, regardless of the application date in accordance with the payment schedule of Arizona State University. Licensee agrees to have license fee added to his/her Arizona State University fee account and will follow fee payment instructions and policies as issued by Arizona State University.

Licensee shall be responsible for all Fees payable during the License term regardless of whether Licensee is, for any reason, unable to occupy the assigned space throughout the term of this License. Accordingly, Licensee's obligation to pay the Fees required hereunder shall continue for the entire term of this License and until all sums due Licensor have been paid in full.

All payments of Fees shall be made to Arizona State University per University policy and per University fee payment policies. Licensee is responsible for Fee payment to the University, regardless of whether a Fee invoice is received by the resident. Late payments and any penalties assessed will follow Arizona State University policy for Fee payment.

6. **Meal Plans.** In addition to room costs, all Licensees are encouraged to purchase a Sun Devil Dining Plan. Meal plan rates and specifics can be obtained by contacting 480-727-DINE or online at [www.asu.campusdish.com](http://www.asu.campusdish.com). Meal plan costs will be billed, by the School, to the Licensee's student account.
7. **Utilities.** Licensee is responsible for any and all costs associated with installation and/or monthly service fees or maintenance charges for utility services not expressly assumed by Agent herein. Enhanced and/or premium channel Cable TV ("CATV") service and/or any permitted additional service, installation and related monthly fees and charges are the sole responsibility of Licensee. Agent shall provide water, heat, electrical, Internet and basic CATV service. Agent shall provide refuse removal from the Project, however Licensee is required to place trash into the waste receptacles provided by Licensor at the designated locations in the Project. Licensee is to conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. All efforts shall be made to conserve water including following any guidelines for water conservation that may be distributed from time-to-time during the Term. Licensee shall maintain the temperature of the room at levels generally considered to be reasonably comfortable in the judgment of the management staff and other licensees when the Premises are occupied. Licensees found in violation of the principles of reasonable conservation efforts to reduce utility usage may be assessed fines in the discretion of the Agent for wasteful usage of utilities.
8. **Default.** Events of default, including those set forth below, shall constitute a breach of this License Agreement and may result in any, some or all of the following:
- a. Termination of this License Agreement;
  - b. Denial of future housing and/or legal action;
  - c. The right to repossess the Premises;
  - d. Removal from the Premises;

- e. Acceleration of all License Fee payments, making them immediately due and payable, and will not release Licensee from such obligations hereunder.

Events of default under this License Agreement include, but are not limited, to:

- a. Licensee's failure to make any License Fee payments or additional charges or fees or penalties under this License Agreement when due;
- b. Any breach or violation of the terms of this License Agreement, including failure to maintain eligibility status for residency in the Project;
- c. Refusal to vacate the Premises upon termination of this License Agreement;
- d. Violation of the Project Rules and Regulations, incorporated herein by reference, which may exist and/or be modified from time to time;
- e. Violation of the Arizona Board of Regents Code of Conduct or any other ABOR or school guidelines, policies or procedures as may be amended from time to time; or
- f. Violation of any applicable federal, state or local statute, ordinance or regulation.

In the event a breach or an event of default hereunder Licensee will be liable for monetary damages as follows for all:

- a. Past due License Fee payments and charges;
- b. Future License Fee payments that would accrue through the balance of the Term;
- c. Applicable late charges, fines, penalties, non-sufficient funds check/charges and the like;
- d. Expenses that Agent may incur in repairing damage to the Premises; and
- e. Court costs, collections costs, and reasonable attorney's fees.

Licensee acknowledges that Agent reserves the right not to renew or continue this License Agreement for any periods subsequent to the Term. Should Licensee fail to pay any Licensee Fee installment when due or otherwise be in default under the terms of this License Agreement, Licensee agrees to quit and vacate the premises on or before five (5) days notice from Agent if Agent shall send such notice. Licensee understands that certain behavioral violations may result in immediate removal, as per the Arizona Board of Regents Code of Conduct and that immediate removal may also result due to other circumstances. Failure of Licensee to so quit and vacate the Premises may result in the exercise by Agent of remedies available hereunder and pursuant to applicable laws.

9. **Use.** The Premises shall be occupied exclusively by the Licensee for residential use only, and the Premises and the Project shall be used for no other purposes. Licensees shall not use the Premises or any part of the Project for any purpose other than as a residence for Licensee. Licensee shall use and occupy the Premises and the Project in compliance with this License Agreement applicable local, state and federal laws, any rules and regulations of any governmental board having jurisdiction, as well as the Taylor Place Rules and Regulations, all Arizona State University Residence Hall Policies, the Arizona State University Student Rights and Responsibilities, the Arizona State University Student Code of Conduct and the Residential Life Student Handbook.

No other person or persons shall occupy the Premises or the Project without the express written consent of Agent. Guests of Licensee ("Guests") are permitted under the following terms and conditions:

- a. Guest(s) visit(s) do not exceed three (3) consecutive days;
- b. All other licensees of the Premises consent to the visit;
- c. Guest(s) abide by this License Agreement, all Project Rules and Regulations and the Arizona Board of Regents Code of Conduct or any other applicable ABOR or school guidelines, policies or procedures applicable as may be amended from time to time;
- d. Guest(s) abide by any and all applicable Federal, State and/or Local laws and ordinances and regulations;
- e. Licensee, as host, assumes full responsibility for guest behavior as well as any charges or damages that result from Guest behavior. Licensee must respect the privacy and right to normal use of the Premises by Licensee's roommates in entertaining guest(s). Licensee accepts these terms and conditions, as well as responsibility for any and all associated charges, damages, and/or judicial action by allowing any non-licensee access to the Premises or the Project.

Agent may conduct such inspections as Agent deems necessary to determine whether the Premises or any other portion of the Project is being used for any purpose proscribed hereby.

10. **Housing Application Fee.** Licensee has deposited a non-refundable Application Fee to secure the performance of Licensee's obligations hereunder.

11. **Roommates.** Licensee may request, but Agent shall have no obligation to have the other licensees of the Premises be a certain person or persons identified by Licensee. In the event that any other licensee of the Premises shall fail to take occupancy, or shall cease to occupy the Premises pursuant to a Housing License Agreement with Agent, Agent shall have the right, but not the obligation, to make the Premises available to replacement licensees. Agent has no obligation to obtain permission from Licensee with respect to alternative or replacement licensees of the Premises and shall have no obligation to inform Licensee of new licensee assignments with respect to the Premises.
12. **Renewal.** The Term of this License Agreement, (except as specifically provided in Section 4), terminates on the Termination Date. In the event Licensee wishes to enter into a new License Agreement for the following academic year or summer term, Licensee must comply with Agent's notices and procedures governing License Agreement renewals. Agent reserves the right to refuse to offer a license to occupy any portion of the Premises to Licensee during any subsequent academic year at Agent's sole discretion. Should any Licensee occupy any portion of the Project after the Termination Date, with the approval of Agent, they must execute a new License Agreement with the Agent. Said new License Agreement shall begin the day after the Termination Date stated above, which Licensor may provide for a different License Fee and with other terms and conditions. Licensees entering into License Agreements for the next academic year or summer term may, at the option of Agent, be permitted to remain in the same Premises for the term of such additional License Agreement; provided however, Agent shall be under no obligation to ensure that Licensee does remain in such Premises during the term of such subsequent License Agreement.
13. **Assignment or Subletting.** Licensee shall not assign, sublet or transfer his or her interest in this License Agreement, the Premises or any part thereof.
14. **Holding Over.** If Licensee fails to vacate the Premises, in addition to all other remedies available to Agent, a fee of 100 DOLLARS (\$100.00) per day will be charged to Licensee for each day or portion of a day past the last day of the Term. In the event that any items of personal property are left in the Premises after this License Agreement has been terminated, whether by expiration of the Term or otherwise, Agent will consider such items to be abandoned and may dispose of such items in its discretion without any further obligations to Licensee with respect to such personal property.
15. **Right of Inspection and Entry.** Licensee agrees that Agent or its representative or designee may enter the Premises at reasonable hours for the purpose of making repairs, conducting health and safety inspections, for any other purpose deemed necessary by Agent, and at all times during an emergency. A request by any other licensee of the Premises shall also constitute permission for Agent or its representative or designee to enter into the Premises.
16. **Alternative Housing.** In the event Agent does not deliver possession of the Unit to Licensee on the Term Commencement Date, Agent shall provide alternative temporary accommodations until such time as Agent delivers possession of the Unit to Licensee. Such alternative temporary accommodations shall be similar to the Unit and/or the Project and will be at a location selected by Agent. Upon such occurrence, this License Agreement shall remain in full force and effect and not be deemed modified or amended in any respect (including the full and timely payment of all License Fees).
17. **Agreement Constitutes a License.** Agent and Licensee do hereby acknowledge and agree that this Agreement constitutes a license and not a lease, and that nothing contained in this Agreement creates a landlord-tenant relationship. In no event shall Licensee, by entering into this Agreement, occupying the Premises and otherwise performing in accordance with the terms and conditions of this Agreement, be afforded any rights or protections afforded to lessees or tenants under the laws of the State of Arizona.
18. **Notice.** Any notice or communication which either Licensee or Agent is required to give the other shall be in writing, delivered by U.S. mail, addressed to Licensee at the address of the Premises and to Agent at the Project management office or to such other address as either party may from time to time direct by written notice to the other. Any such notice or communication shall be deemed received five (5) days after being deposited in the U.S. mail.
19. **Other Conditions.** Licensee agrees that he or she has received and read the Project Rules and Regulations and the Arizona Board of Regents Code of Conduct and the Residential Life Student Handbook (collectively, the "Additional Conditions"). All the terms and provisions set forth in the Additional Conditions are incorporated by reference into this License Agreement. Licensee agrees to abide by the Additional Conditions and

acknowledges that failure to do so shall be a default under this License Agreement which may result in the exercise of all applicable remedies hereunder.

20. **Liability.** Neither Agent nor Licensor shall be liable for any personal injury to Licensee or his/her Guests, or any damage or loss to Licensee's personal property or the personal property of Licensee's Guests, including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft or any other crimes, torts or damage attributable to (including but not limited to) water, smoke, power surges, fire, or any other calamity, irrespective of the cause. All personal property placed or kept in the Premises, or anywhere on the Project, shall be at Licensee's sole risk and neither the Agent nor the Licensor shall be liable for any damages to or loss of, such property.

The obligations of Licensor and Agent under this License Agreement shall not be binding upon Licensor or Agent named herein after the sale, conveyance, assignment or transfer by such Licensor or Agent of its interest in the Project. Neither Licensor, Agent nor any of the direct or indirect partners, shareholders, employees, representatives, independent contractors, directors or officers of Licensor or Agent shall be personally liable for the performance of Licensor's or Agent's obligations under this License Agreement. Prior to any such sale, conveyance, assignment or transfer, Licensor's and Agent's liability under this License Agreement shall be limited to Licensor's or Agent's interest in the Project and Licensee shall not look to any other property or assets of Licensor or Agent in seeking either to enforce Licensor's or Agent's obligations under this License Agreement or to satisfy a judgment for Licensor's or Agent's failure to perform such obligations. After any such sale, conveyance, assignment or transfer, to the extent that Licensor or Agent has any liability at all, the liability of Licensor or Agent for such obligations shall be limited to the proceeds of such transfer received by Licensor.

21. **Counterparts.** This License Agreement may be signed in any number of counterparts, each of which shall constitute an original and each of which shall be deemed to constitute a single instrument.
22. **Permission.** Licensee grants permission to Agent to contact at any time the parent or guardian of any Licensee under the age of 18 regarding any issue related to Licensee's occupancy of the Premises. If applicable, Licensee grants permission to Agent to request and receive information from the School, and for the School to release information regarding Licensee's status as a student in good standing, enrollment status, eligibility for housing, and financial aid eligibility/disbursement status to Agent.
23. **Separability Clause.** If any provision of this License Agreement or portion of such provisions is held invalid, the remainder of this License Agreement shall not be affected.
24. **Interruption of Service.** Licensee will receive no reduction in License Fees, nor will Agent be liable to licensee due to repairs or interruption of services to utilities, appliances, or other equipment due to defects or circumstances not caused by Agent's willful negligence or misconduct.
25. **Use of Facilities.** Licensee may use all common area facilities of the Project which Agent provides for Licensee's comfort, such as laundry rooms, meeting rooms, lounges, and fitness area. Agent may revoke use of any of these common area facilities without affecting the remainder of this License Agreement. Use of these facilities is solely at Licensee's own risk, and Licensee agrees that neither Licensor nor Agent shall not be responsible for any injury to person or loss or damage to property arising out of Licensee's use thereof, unless the same is caused solely by Agent's negligence or willful misconduct. Any such use of common area facilities shall be subject to all of the requirements of this License Agreement, including the Project Rules and Regulations, and use by Licensee of such common area facilities may be revoked by Agent at any time in the exercise of its sole discretion. Licensor or Agent may designate various areas of the Project as "private" or otherwise not accessible to Licensees, and Licensees shall have no right to access such areas of the Project.
26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without regard to principles of conflicts of law.
27. **Condition of Premises at Conclusion of Term.** Licensee shall be responsible for any and all damage or destruction to the Premises caused, directly or indirectly, by Licensee or Licensee's Guests or invitees, and shall also be responsible for any and all damage and destruction to any portion of the Project caused, directly or indirectly, by Licensee or Licensee's Guests or invitees. As of the Termination Date, the Premises shall be in the same condition as it was as of the Term Commencement Date, except for reasonable and ordinary wear and tear as determined by Agent in the exercise of its discretion.

28. **Relocation.** Should the Agent at any time during the Term deem it necessary or advisable, in its sole discretion, Agent shall have the right to move Tenant to similar accommodations within the Project.

LICENSEE:

LICENSOR:

Downtown Phoenix Housing, LLC, by Capstone  
On-Campus Management, LLC, Agent

\_\_\_\_\_  
(STUDENT SIGNATURE)

**And Parent/Legal Guardian,**  
*if Licensee is under 18 years of age.*

\_\_\_\_\_  
(PARENT / LEGAL GUARDIAN SIGNATURE)

\_\_\_\_\_  
(PARENT / LEGAL GUARDIAN'S PRINTED NAME)