



Mailing Address:  
UWI Mona Campus  
Kingston 7  
Tel.# 876- 665 -1235/ 876-620-6881/ 876-632-6251  
Website: <http://www.138studentliving.com>

Registered Office:  
7<sup>th</sup> Floor, Scotiabank Centre  
Corner Duke & Port Royal Streets  
Kingston, Jamaica

## **SHORT TERM RENTAL**

### **HALL OF RESIDENCE LICENCE AGREEMENT**

This Agreement is made on the ..... day of .....2017 between 138 Student Living (hereinafter called “The Operator”) on the one part, and ..... (Identification Number .....) (hereinafter called “the Resident”) on the other part, for a term commencing on ..... and expiring at 12 noon on ..... it is agreed as follows:

1. The Operator shall, on the payment of the required fee by the Resident, provide him/her with accommodation in the Hall of Residence.
2. The policies, rules and regulations of the University and the Operator (OPERATOR RULES ETC SHALL BE FIRST), have full force and effect in this Agreement and violations of these regulations are strictly prohibited.
3. By this Agreement the Resident is granted a licence and NOT a tenancy, to use the room assigned by the Operator, and the possession of the premises is retained by the Operator subject to the rights created by this Agreement.
4. The room in the hall of residence to which the Resident is assigned shall be determined by the Operator.
5. The Resident shall abide by all the rules and regulations of the hall of residence to which he/she is assigned and such rules and regulations herein incorporated as terms of this Agreement.
6. For proof of identification, Residents must provide 1 photograph of self; passport or Driver’s Licence is acceptable
7. The Resident shall not assign this Agreement or sublet the room or any part thereof (either for monetary consideration or otherwise), unless agreed by the operator



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8. The room is to be used only as the Resident's accommodation.
9. The accommodation provided is to be occupied solely by the Resident.
10. The Operator reserves the right to assign the Resident to another room.

### **Fees and charges**

11. The Resident shall pay the fee charged of \$\_\_\_\_\_per \_\_\_\_\_ for \_\_\_\_\_ payable in United States Dollars (US\$) or the Jamaican equivalent. The said fee shall be paid in accordance with the Operator's payment guidelines.
12. No credit or refund will be granted for any time spent away from the hall of residence.
13. The Resident shall return the key to the Operator and remove all personal effects from the room no later than 12 noon on the relevant tenancy termination date (provided that if a key is not returned by the deadline the charge of \$2,000/day shall apply).
14. The Resident shall pay the cost and expense of the Operator including any legal and other professional cost and expenses (incurred both during and after the end of the contractual term) in connection with or in contemplation of the enforcement of the Resident obligation of this agreement including (but without limitation to) failing to pay the Operator on demand for any cleaning required by the Operator, any damage to the room or the hall or the contents thereof.
15. The Operator may assume (in the absence of written notification to the contrary) that any effects and belongings remaining in the room after the termination of this agreement are the property of the resident and the Operator may appropriate and sell such effects and belongings and may deduct from the proceed of the sale a reasonable cost for storage and sale. The Operator shall not be liable to the Resident in any criminal or civil proceedings for the recovery or replacement of any items appropriated or sold pursuant to this clause.



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16. Where the Resident has not paid for a room, in full or in part and it remains outstanding for 14 days or more the Operator is absolved of its obligation to provide such accommodation and through its authorized agent has the right to enter that room at any time for the purpose of collecting the fee or evicting the Resident.
17. If a Resident vacates a room or moves off the hall of residence, but fails to notify the Operator or sign out the assigned key, this will result in the Resident's continued responsibility to pay accommodation charges hereunder until the said key is signed out accordingly and may be further charged for the changing of the lock for security reasons.

### **Room Maintenance**

18. The Operator shall provide basic furniture for the use of the Resident as per Inventory listing attached.
19. The Resident shall keep the contents as shown on the inventory listing in at least as good repair and condition as they are now in except for normal wear and tear. The cost to replace the furniture and fittings shall be borne by the Resident.
20. The room furniture should not be placed in the yard or the corridor.
21. Items of clothing, rugs, mats etc. should not be spread on the windows, railings or anywhere not designated by the hall management.
22. The Resident shall not bring into or keep in the room any electrical cooking equipment or other electrical items or multi-way adapters unless the Operator has granted written approval, (computer and surge protector excluded).
23. Posting of unapproved signs or any other objects on the exterior or interior of buildings is prohibited.
24. The Resident is not authorized to paint, make additions, alterations or otherwise change the character of the room or remove any contents from the room.



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25. Residents shall not glue, nail, tack, screw, fix or fasten anything whatsoever to the interior or exterior of the room. However, tape or Blu Tack may be used to affix items to the wall
26. The Operator reserves the right for its officers to enter the room of the Resident at all reasonable times, and at least once every calendar month with a days' notice, for the purpose of inspection, maintenance and repair. In emergencies, rooms may be entered at any time, except that when a security matter is being investigated the room will not be entered in the absence of the Resident, save in extraordinary circumstances.
27. The Resident is required to deliver possession of the room in the same condition it was let to him/her, except for normal wear and tear. The cost to restore the room to its normal condition shall be borne by the Resident.
28. Responsibility for any damage in the common areas in the cluster is shared by all residents that share the area. Therefore unless the person/s responsible for any damage can be identified, the cost for repair will be shared equally by all residents of the cluster.
29. The Resident shall make good all damage and undue wear to the room and the content
30. The Resident shall keep the room in a clean and tidy condition failing which the Operator may by not less than 24 hours written notice at its reasonable discretion instruct workmen and or cleaners (as appropriate) to enter and repair and or clean the room. The cost of which will be payable by the Resident on written demand from the Operator
31. The Resident shall ensure that all refuse is safely disposed of each day at the appropriate collection points.
32. Residents shall not damage any part or parts of the hall and in the event of default must pay to the Operator on demand all reasonable costs properly and reasonably incurred by the Operator (including all administration cost) in making good any damage or loss.



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33. The Operator may without further authorization from the Resident send copies of any letters or other written communication from the Operator to the Resident's parents, guardian or guarantor.
34. The Operator shall not be responsible for loss or damage to personal belongings within the room or the halls and advises the Resident to take out his/her own insurance.

### **Noise**

35. The Resident shall observe "quiet hours" from 10:00pm to 8:00am every day. "Quiet hours" are times when conversations, music, and other noises must be kept at a low level and should not be heard outside of the resident's room. Residents must observe "quiet hours" both inside and outside of on-campus housing. Notwithstanding the "quiet hours", the resident is expected to be considerate of his/her neighbors during all hours of the day. Residents approached about noise are expected to comply with the request as if it were "quiet hours". During all examination periods, a 24-hour "quiet hours" policy is in effect. Residents who are disturbing others by violating this policy may be asked to vacate the hall.
36. Residents shall not play or use any musical instrument, television, radio or other means of reproducing sound so that the sound is audible outside the room

### **Prohibited Items**

37. Smoking is prohibited in all areas of the halls. The halls of residence are designated as smoke-free environments and a Resident who breaches this rule is liable to be excluded from the hall.
38. The unauthorized use, possession, sale and/or distribution of controlled substances including marijuana and other illegal drugs as defined by the Dangerous Drugs Act of the country are prohibited. Drugs or drug-related paraphernalia are prohibited and may be confiscated and used as evidence.



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39. Any Resident, who is found to be in possession of, or from whose room the odor of marijuana emanates, or who smokes or otherwise uses marijuana or permits the room or any part of the hall to be used for the smoking of marijuana or any illegal substance will be excluded from University housing and the matter will be referred to the Campus Police.
40. The unlawful selling and distribution of alcohol is prohibited in the hall of residence. A violation of this policy may result in disciplinary sanctions, up to and including expulsion. Violations may also be referred to the appropriate authorities for prosecution.
41. Offensive weapons are not permitted on the hall of residence. Offensive weapons include but not limited to guns, daggers, ratchet knives, hatchet knives, ammunitions, martial arts weapons and swords. A Resident who is found with an offensive weapon may be excluded from hall.
42. Only knives with a culinary purpose are allowed in the Halls of Residence.
43. Pets, including aquatic, are prohibited in the hall of residence. A violation of this policy may result in the Resident being excluded from housing provided by the Operator.

### **Cancellation of Agreement**

44. This Agreement is cancelled immediately upon the Resident's withdrawal from school.
45. If the Resident withdraws from school during the Agreement period, but fails to notify the Operator, he/she may be subject to denial of any future housing by the Operator.
46. A Resident, whose conduct or proven criminal record indicates a potential threat or danger to the University community may be excluded from housing provided by the Operator.



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47. The Operator may terminate this Agreement if the Resident is in breach of any of its terms or violates any of the rules or regulations of the hall of residence. Where this Agreement is terminated in accordance with the provisions of this clause, the Operator may return to the resident on a pro-rated basis, a part of the fees paid for accommodation.
48. If the Resident relinquishes his/her place in the hall of residence before the expiry of this Agreement, part of the fee paid for accommodation may, at the discretion of the Operator, be refunded to him/her on a pro-rated basis.
49. If the Resident is dismissed from the University or its affiliates during the life of the Agreement, part of the fee paid for accommodation may, at the discretion of the Operator, be refunded to him/her on a pro-rated basis.
50. There is no guarantee that the Resident will be accommodated for any additional time beyond the life of this Agreement. The Operator shall make offers for rooms according to set Hall and Operator standards. The Operator/University is not duty bound to give reasons for non-renewal of the Agreement.

### **Property Access**

51. All residence hall keys remain the property of the Operator and must not be duplicated.
52. Residents are not allowed to lend, sell, or transfer a room key to any person.
53. Residents must report lost or stolen swipe key cards/room keys immediately to the Operations Supervisor assigned to the hall and pay to the Operator, before the Operator issues any replacement, the cost of each replacement card.



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54. All assigned keys must be returned at checkout, withdrawal or removal from the hall of residence, whichever occurs first.
55. Residents who lock themselves out or otherwise cannot gain access to their rooms may be charged a fee to get the door open.

### **Visitors**

56. The Resident shall ensure that his/her guests conform to all Operator's rules and regulations. The presence of a guest must not pose a burden or infringe on the privacy, privileges or possession of the other members of the hall. All guests must respect the rights of others to the quiet use and enjoyment of the hall. The resident must accompany his/her guest at all times. The Operator reserves the right to require guests to leave the premises, the building, or the University Campus if such guest violates Operators rules or regulations or University rules or regulations or the law of the land, and/or if such guest disturbs other occupants of the Hall.
57. Residents may not host anyone who is known to be unwelcomed or unapproved to be in the hall of residence or anywhere else on the Campus.
58. The Resident shall ensure that his/her guests abide by the established visiting hours of 8:00 am – 3:00 am. Anytime spent over the said visiting time will be regarded as an overnight stay. If a resident has an overnight visitor, the Resident shall be charged a fee for the overnight guests' stay.
59. Residents are not allowed to have babies or children reside with them. A child is only allowed in hall during the set visitation period and said child must be accompanied at all times by a responsible adult during the visit.

### **Emergencies**

60. Emergency exits are to be used only in emergency situations. It is against policy to set off false fire alarm or tamper with any fire equipment such as fire extinguishers, smoke detectors or door closers.



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61. Residents are responsible for familiarizing themselves with the location of alarms, exits, fire alarm, pull stations, fire extinguishers, and emergency assembly point(s) for your building and all procedures for your residence.
62. In the event that the Campus is ordered closed, Jamaican students residing in halls of residence must vacate the room and vacate Campus. Overseas students residing in Halls of residence may remain on the Campus and if they do, they will be accommodated in a hurricane shelter on the Campus. In the event that a hall of residence is designated a hurricane shelter, instructions will be issued and full compliance would be required.

## **Security**

63. The Resident identification card must be displayed at all times on entering the hall or a building within the said hall upon the request of a security officer or a University official.
64. A Resident must escort his or her guest(s) into the hall. The Resident must sign in the guest(s) at the security post, and indicate in the signing the area to which the guest will go. It is the responsibility of the Resident to accompany the guest(s) to that area and to escort the guest back to security on leaving the designated area. It is the Resident's responsibility to ensure that his/her guests remains in the designated area and is properly signed out of the hall.
65. Security is a shared responsibility between residents and the Operators staff members. Residents are encouraged to take all reasonable steps to ensure their personal safety and security.
66. A Resident who jeopardizes the safety or security of other residents by propping open or disabling exterior doors, or letting unauthorized individuals into the building (intentionally or carelessly) will face disciplinary action.



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- 67. Residents are prohibited from allowing anyone who is not their guest into the hall of residence and are responsible for reporting suspicious activities to the security or University personnel.
- 68. It is the responsibility of the Residents to keep their room doors locked and carry keys at all times.

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**Resident**

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**Witness**

.....

**Operator Representative**

.....

**Witness**