**Darling Marine Center Visitor Housing Agreement**

In addition to the terms and conditions as provided herein, visitor housing at the University of Maine Darling Marine Center adheres to the same terms and conditions noted in the Room and Board License posted at [umaine.edu/housing/room-board-license](http://umaine.edu/housing/room-board-license). Residents staying in the Darling Marine Center dormitory must act in accordance with the code of conduct and policies of [UMaine’s Residential Life](http://umaine.edu/reslife/guide-to-campus-living/).

**Terms and Conditions**

1. Only undergraduate and graduate students, visiting scientists and course participants and their families are permitted to be lodged in DMC housing.
2. Upon arrival, visitors will receive a key to their housing unit. If this key is not returned upon departure, the DMC will charge $85.00 for a lock replacement.
3. The University provides no insurance for personal possessions, vehicles or boats. Visitors must have their own insurance.
4. The University reserves the right to make housing assignments and in its sole discretion, to make reassignments of rooms for the benefit of the University. At times it may be necessary to house occupants in emergency spaces. Occupants will be made aware, upon occupancy, their assignments are temporary. They will be given a minimum of 48 hours to move when permanent assignments are made.
5. Occupants are restricted to assigned spaces, and should not enter other buildings, labs, or housing units without prior authorization form DMC Director or Lab Manager.
6. The occupant agrees that the DMC visitor housing shall be used as living spaces only, and that no commercial operations shall be carried on therein except as provided under license issued by the University.
7. The occupant agrees to comply with all rules and regulations of the University of Maine and of the Darling Marine Center. Occupants in violation of the terms and conditions of this contract shall be charged accordingly and/or asked to vacate their housing unit. These rules include:
	* No pets, candles, incense. Toasters, microwave ovens, and hot plates, if allowed, are already in the units.
	* No nails, tacks, or tape on walls and doors.
	* Fireworks are not allowed on DMC property.
	* Alcohol is not allowed in public areas of campus - the dining hall and fire-pit picnic area - without appropriate permits. Persons 21 years of age or older are allowed to consume alcohol in in their own housing unit.
	* Marijuana possession and use, regardless of form, is prohibited. This includes medical marijuana because of our federal funding.
	* University of Maine, including the Darling Marine Center, is a tobacco-free campus. Tobacco use by definition includes the possession of any lighted tobacco products or the use of any type of smokeless tobacco.
8. The University reserves the right to inspect residence hall rooms, apartments and suites for health and safety reasons without notice. An inspection may not include a search of the occupant’s effects without his/her expressed consent except by law enforcement officers with a legal search warrant, or if in plain view. Darling Marine Center authorized routine and emergency repairs may be made during the normal working day without notice according to residence hall procedures.
9. Occupants assigned to a given housing unit will be held financially responsible for damage beyond normal wear and tear to the unit and its furnishings, if responsibility is not otherwise placed.
10. The University of Maine shall not discriminate on the basis of race, color, religion, sex, sexual orientation or citizenship status, disability or veteran status.  The University will provide reasonable accommodations to qualified individuals with disabilities upon request.

**Visitor Waiver, Release, Indemnification of All Claims & Covenant Not to Sue**

\*PLEASE READ CAREFULLY. THIS DOCUMENT EFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING.\*\*

\*\*Assumption of Risk\*\*

I, acknowledge and agree that any use of University of Maine Darling Marine Center (hereafter the DMC) facilities, including but not limited to housing; services; equipment; and premises (“Facilities”) and any participation in DMC programs and activities (“Programs”) comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying
on all such risks being described in this document.

**Visitor Waiver, Release, Indemnification of All Claims & Covenant Not to Sue (Continued)**

\*\*Waiver, Release, Indemnification & Covenant Not to Sue\*\*

In consideration of my, where relevant, my Minor’s use of Facilities and participation in Programs I, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor that the University of Maine System and its officers, directors, agents, employees, volunteers, insurers and representatives (“Releasees”) will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by Minor, however
occurring including, but not limited to, the negligence of Releasees. I understand that Minor and I will be
solely responsible for any loss or damage, including personal injury, property damage, disability, death,
sickness or death sustained from the use of Facilities and participation in Programs.

I further agree, in my legal capacity as the parent/guardian of Minor, on behalf of Minor, myself, and any and all legal successors and proxies, to release and \*\*HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE\*\* Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which Minor, myself, and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor to \*\*INDEMNIFY AND HOLD HARMLESS\*\* Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs.

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***All adults staying in DMC Housing must complete this form.***

I hereby acknowledge that I have received, read, and agreed to the terms and conditions of this contract and those described at <https://dmc.umaine.edu/welcome/safety/> and links therein. I affirm that I have reviewed the [DMC Emergency Action Plan](https://www.dropbox.com/s/g4vaopvoxfi7h4a/2020%20DMC%20Campus-Wide%20Emergency%20Action%20Plan.pdf?dl=0) and understand the risks inherent in occupying a housing unit at the DMC. I agree to abide by and be legally bound to the terms and conditions on this contract. I acknowledge that the information above is correct to the best of my knowledge. This housing agreement is a license agreement between the University and me and is not a lease.

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***Signature*** *of Adult Staying in DMC Visitor Housing Date*

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***Please Print:*** *Name of Adult Staying in DMC Visitor Housing*

***Email Mobile Phone***

*If you have children under 18 staying with you in the DMC Housing, please list their name(s) here:*