



# AMERICAN UNIVERSITY

## Housing and Dining Programs License Agreement

Academic Year 2011–2012

### 1. INTRODUCTION

American University (hereinafter “university”) enters into this Housing License Agreement (hereinafter “license agreement”) with student (hereinafter “student” or “licensee”). This license agreement is effective as of the date student’s signed Agreement and Housing Application Form is received by Housing and Dining Programs (hereinafter “HDP”).

The purpose of this license agreement is to establish certain financial and other relationships between university and student relating to student’s occupancy in university residence halls including any facility that university may now or hereafter own, lease, or otherwise arrange to make available for student housing (hereinafter “university residence halls”). This document shall constitute only a license and shall not be deemed to constitute a lease or to create or transfer interest or a lien on real estate. The university reserves the right to terminate the license agreement at its discretion. The relationship between university and student shall be subject to the terms and conditions in this agreement. **THIS AGREEMENT IS BINDING FOR BOTH THE FALL AND SPRING SEMESTERS AND CONSTITUTES AN OBLIGATION TO PAY UNIVERSITY FOR THE RIGHT OF OCCUPANCY IN THE UNIVERSITY RESIDENCE HALLS.**

All materials contained herein are an integral and binding part of this Agreement. Residence Hall regulations in the university Student Code of Conduct, the university and HDP websites are hereby incorporated into this agreement and are binding on all parties to this agreement. It is the licensee’s responsibility to become familiar with all provisions of this agreement and related university policies.

The student submitting a license agreement and application electronically shall be held responsible to all of the terms and conditions of this license agreement once submitted. The authentication procedures for the university’s web portal serve as an electronic signature for students. Submitting application information electronically and then being offered a housing assignment by the university enters the student into a legally binding contract with the university and financially obligates the

student to pay for the full term of the housing license agreement. Electronic submission of the application information does not guarantee confirmation of a housing assignment.

No oral statement made by any agent of HDP shall be considered a waiver or modification of any terms or conditions.

### 2. ELIGIBILITY

Occupancy in the Residence Halls is open to all full-time, undergraduate university students in good standing regardless of race, color, religion, national origin, sex, age, disability, marital status, personal appearance, sexual orientation, gender identity and expression, family responsibilities, political affiliation, source of income, matriculation, or Vietnam-era Veteran status, and any other bases under federal or local laws (“Protected Bases”). The student must meet these requirements unless waived in writing by the HDP Executive Director or their designee.

All resident students are subject to policies and procedures established by the university. Students who fail to apply for housing by the annual deadlines may not be housed and instead placed on a waitlist for housing and may be housed if/when space is available. The university guarantees housing for all incoming Freshmen students. The university does not guarantee housing for incoming transfer students but may assign them to university housing based on availability.

### 3. LENGTH OF LICENSE AGREEMENT

Any student who continues to be enrolled at the university shall honor the terms of this license agreement for both the fall and spring semesters. Exceptions will be made for university approved Study Abroad and International Co-op programs, and university approved leaves of absence as noted in paragraph 10. Other exceptions may be made on an individual case basis and must be submitted in writing to the Assistant Director of HDP, who may forward the request to the Executive Director of HDP or their designee.

#### 4. DATES OF OCCUPANCY

Occupancy means accepting assigned accommodations by officially checking into a university residence hall as defined herein following a prescribed process and accepting the key/obtaining ID card access to occupy a specifically assigned room, whether or not the student moves in, for the term of the academic year. Adjustments for room and meal plan charges are based on officially checking out of the university residence hall as defined herein following a prescribed process and on the date personal belongings are removed from the room and keys have been returned to HDP. The adjustment for room and meal plan charges will be determined according to Paragraph 10.

- A. Fall semester opening for incoming students will be Saturday, August 20, 2011 at 9 am and Wednesday, August 24, 2011 at 9 am for all returning students. Fall semester closing is generally 24 hours after the licensee's last exam and no later than 12:00 noon on Wednesday, December 21, 2011.
- B. Spring Semester opening for all students will be Sunday, January 8, 2012 at 3 pm. Spring semester closing is generally 24 hours after the licensee's last exam and no later than 12:00 noon on Thursday, May 10, 2012. Only students receiving degrees at the spring commencement exercises will be permitted to remain in residence until twelve (12) noon of the day following the spring commencement exercises.
- C. Students wishing to move in prior to the fall move-in date must submit a written request to the Executive Director of HDP or designee at least four (4) weeks prior to move-in. HDP reserves the right to approve or deny such requests. Students given written permission by HDP to move in early, before official move-in date(s), should anticipate a lesser degree of staffing and services (e.g., housing and maintenance).
- D. All assignments are exclusive of fall and spring vacation periods, the period between semesters, and/or periods when the university is officially closed.

#### 5. PAYMENTS

- A. The student understands and agrees that the agreement is for space in the residence halls and not for a specific room or building. In consideration of the assignment of the room, the student agrees to pay the university the appropriate charge for that type of room. Due

to the nature of residential buildings, the university acknowledges that there may be variations on overall size and shape between like units occupying the same number of students. No additional charge or credit will be assessed onto to the student's account to accommodate for these variations.

- B. Academic year (AY) 11-12 charges for residence begin with the student's scheduled check-in day, and continue until twenty-four (24) hours after student's last examination or last class in the fall and spring semesters respectively, whichever occurs later. Students approved for early arrival or late departure may be charged an additional fee for these accommodations. The costs will be outlined in the application for the early arrival/late departure requests.
- C. Newly admitted students agree to pay a \$200 non-refundable residential student enrollment deposit upon entering into this agreement. The enrollment deposit is nonrefundable and must be paid to the Office of Admissions prior to or at the same time the student is submitting an application for on-campus housing. Returning students will not be charged a deposit, but may be subject to cancellation charges as outlined in Paragraph 10.
- D. All students who contract for housing and/or a dining plan are charged for services through their student account.
- E. Failure by the student to pay for all charges does not constitute the cancellation of this agreement by the student.
- F. If the space is assigned to more than one student, each shall be responsible for his/her own payments; but all shall be responsible jointly and severally for such damages beyond reasonable wear and tear, should cost of repairs need to be assessed.

#### 6. GENERAL TERMS AND CONDITIONS

- A. This agreement is in effect until terminated by the university or written cancellation and check-out by student.
- B. The student will use the premises for residential and educational purposes in accordance with this agreement and its general policies. The student will not house any guest(s) in a residence hall lounge or public space or any other university public space. The student room(s) shall be used exclusively as residence

hall lodging for study and living purposes and not as a salesroom, office, or service area, or for storage of merchandise. The student rooms shall not be used for any commercial purpose. Soliciting, selling, or promoting any goods or services in the residence halls are prohibited, unless otherwise approved in writing by the Executive Director of HDP or designee.

- C. Student has a right of occupancy in and access to a space in the assigned university residence hall; shared use of student common facilities in the residence hall in which the space is located; and use of bed, springs, mattress, desk, chair, drapes/blinds and dresser, to be furnished by the university. The space assignment, with its applicable rate, will be made later by the university in accordance with paragraph 3, and will be set forth on a form to be furnished to student which will become a part of, and be deemed incorporated in, this agreement. The term of this license agreement will be shown on the assignment as specified above. University owned room furniture may not be removed from the assigned room at any time, unless approved by the Executive Director of HDP or designee. Painting of the room is not permitted. It is the responsibility of the licensee to document damages within 24 hours of occupancy on their Room Inventory Form (RIF) and to meet with their Resident Assistant to discuss them. Upon occupancy, the licensee is responsible for reasonable care of the room and for the reporting of damages and/or problems as they occur.
- D. Rooms in the residence halls may only be occupied by the student(s) assigned to that particular space. Only the student bound by the terms of the agreement may occupy the space assigned to the student by the university. The student is prohibited from assigning his/her rights or responsibilities under this agreement to a third party. The provisions of this paragraph shall not prevent university, however, from reassigning, re-licensing, or taking any other action permitted on termination of this license agreement under the provisions of paragraph 11 or otherwise noted.
- E. Room assignments may be changed only upon written authorization from HDP and after student(s) involved have made a serious attempt to adjust to the situation. Under normal conditions, no changes of room assignments will be made during the first two (2) weeks or last four (4) weeks of each semester. Roommate assignments are made without regard to race, color, religion, national origin, age, sexual

orientation, gender expression, personal appearance, family, matriculation, political affiliation, actual or perceived physical or mental disability, or status as a Vietnam era or disabled veteran.

- F. The university reserves all rights concerning assignment, reassignment and adjustments, in accommodations it may consider necessary. The university reserves the right to consolidate student space as the university sees fit (consolidation refers to reassigning students without roommates together to create more space). The university further reserves the right to make room changes during the year as deemed necessary by the Executive Director of HDP or their designee. Student occupancy in a university residence hall may require sharing the space with one or more fellow students. The university reserves the right to assign students to temporary space when necessary. Students so assigned will be reassigned to permanent space as it becomes available. If a vacancy occurs in the room a student is assigned to, the student must maintain the open space so that it is ready for a new occupant at any time. All students must provide a welcoming environment for their roommate(s) in the room and any newly assigned occupant.
- G. Failure to occupy an assigned space by 5 p.m. on the first day of classes could result in the assignment of the room to another student unless a student sends an advance written request for an extension of the arrival period and it is granted in writing by HDP.

## 7. ROOM CONDITION

- A. The university agrees to provide and the licensee agrees to maintain the assigned room and all public areas in and around the immediate building(s) accessible to the resident in a clean, safe and sanitary condition. Upon termination of this agreement, the student should leave the assigned room, its furnishings, and its equipment in as good an order and condition as the same were upon commencement of the student's occupancy, reasonable wear and tear excepted. University staff will complete an inventory of furnishings and an assessment of damages; charges will be assessed to the responsible individual(s). Personal property left in a room following the termination of occupancy will be deemed abandoned. Students will be charged for the removal of such property.
- B. The student shall not damage the space or furnishings

- (including common areas), aside from reasonable wear and tear. Students shall not remove common area furniture from designated spaces. If such damage or loss does occur student will be billed for repair or replacement costs. In the event of willful damage to the common areas located in the vicinity of the student's space (and/or to the furnishings and facilities located therein), and in the event the responsible individuals of such damage cannot be identified, all resident students served by the common area will be assessed for such repair and/or damage costs.
- C. Student shall not make any material alterations in the space without express written permission from the Executive Director of HDP or their designee; shall not damage nor permit the damage of any part of the space; shall not do or permit the doing of anything that shall constitute a fire or health hazard; and shall not permit the accumulation of waste and refuse within the space. Violation of these terms and conditions by student may be considered sufficient reason for disciplinary action, including, but not limited to, dismissal from the university residence halls and possibly the university.
- D. The University is responsible for the maintenance of life safety equipment. This equipment includes sprinkler systems, hardwired smoke detectors and heat detectors, fire alarm wiring, indicators and pull stations, and fire extinguishers. Students may not alter or tamper with this equipment.
- E. Self-installed lofts, risers and cinderblocks are not permitted in university residence halls for safety reasons. Students may rent or purchase lofts from university approved vendors only. Students will be expected to remove non-University approved lofts immediately. The university assumes no responsibility for the safety or stability of a self-installed loft or the consequences of having a loft in a student room.
- F. The university does not insure the personal property of any student. The university has no responsibility for any theft, damage, destruction, loss, etc., of any personal property including, but not limited to, money, valuables, equipment or any personal property whatsoever belonging to or in the custody of the student, whether caused by intentional or negligent act or failure to act or natural causes, fire or other casualty. The university is not liable for the failure or interruption of utilities or from conditions resulting from failure or interruption of the same. Students are advised to carry an insurance policy for their personal property, or have their parent's/guardian's insurance policy extended to their campus residence.
- G. Non-returned or lost room, mail box keys and/or access cards will result in the assessment of a replacement charge. The cost for replacement of keys is outlined at the time a student checks into their assigned space. Such charges may be assessed at any time during the student's residence. No student room or mailbox keys provided through HDP may be duplicated.
- H. When leaving the university residence hall at the end of the year or when terminating housing during a year, student agrees to follow official check-out procedures with a member of the university residence hall staff, and to turn in the key(s) AT THE TIME OF CHECK-OUT. A student leaving the university residence halls during the year must notify HDP in writing of such intent prior to leaving. Charges for non-returned keys are as noted above in section F. Student also agrees to leave his/her space in "move-in condition" at the time of CHECK-OUT; and if upon inspection by university residence hall staff at or about time of CHECK-OUT, it is determined that the vacated space is not in reasonable "move-in condition" the student agrees to pay the university the appropriate cleaning service charge and/or repair costs associated with damage to the room and/or furnishings. When applicable, a credit of housing charges will date from the official CHECK-OUT date.

## **8. MAINTENANCE OF SPACE, ACCESS AND UTILITIES**

- A. University shall provide for general maintenance and upkeep of the space, including the cleaning of common areas by university employees and/or contract service providers at scheduled times. During the semesters and at vacation times routine maintenance and cleaning will be done on schedules developed by university. Student shall inform university's agent or employees of any special maintenance or repairs required. A maintenance or repair request operates as a waiver of any entry notice requirement to student provided. Entry for the purpose of making requested repairs or alteration shall be at reasonable times. Facilities Management and HDP will take care of such items as rapidly as can be accomplished as it is usually not possible to give a precise time when such maintenance

or repairs will be made.

- B. To ensure that the assigned room is being cared for properly, university's authorized agents and employees shall have the right after first having given reasonable notice, to enter and/or inspect the space from time to time. Entry for purposes of inspection, except in case of emergency, shall be made at reasonable times. Notice having been posted and/or given, rooms may be entered for inspection by university's authorized agents and employees only, whether or not student occupants are present. Any "prohibited items" found during inspections will be immediately confiscated and disposed of without compensation. By entering into this agreement, the student acknowledges and agrees to the confiscation and disposal without compensation. Judicial action may result from severe or repeated health and safety violations. It is the responsibility of the student to comply with all health and safety regulations. The health and safety inspections are not intended to be a substitute for such responsibility.
- C. Authorized university agents or employees shall have the right of access to the space without prior notice to the student in cases of emergency, personal injury, safety, health, or casualty damage. In addition, authorized staff members of HDP may access student's space and administratively search with or without out an occupant's permission, when there is reason to believe that a violation of law or university regulations has occurred.
- D. University maintains limited common cooking facilities within residence halls (provided, however, that student maintains sanitary conditions), and pay laundry facilities for student use. University shall also provide electricity, heat during cold seasons, cooling during warm seasons, hot and cold water, and shared sanitary facilities, all as adequate and necessary in the judgment of university's agents. University shall not be responsible for failure to provide these services for any reasonable period of time if and when such failures are caused by accidents, riots, strikes, sources shortages, or any other conditions beyond university control or unless the failure is caused by and results from the negligence of the university's agents or employees.
- E. Student shall save and hold harmless, indemnify and defend university, its' trustees, agents, employees, and subcontractors from and against any liability to student or his/her invitees and guests resulting from property damage or personal injuries sustained by

them in the space, except where such property damage suffered or personal injuries to student or his/her invitees and guests result directly from negligent acts of the university's agents or employees.

### 9. UNIVERSITY REGULATIONS

- A. The student shall conform and comply with all laws, regulations and ordinances of the District of Columbia and the United States of America.
- B. The student shall abide by university policy entitled Student Code of Conduct, and Residence Hall Regulations; and regulations adopted and published by governing bodies recognized by the university within the residence halls; and those regulations set forth in official university brochures and notices, including university regulations concerning residence hall alcohol, smoking and illegal drugs policy, pet policy; all of which are made a part of and specifically incorporated into this agreement.
- C. The student shall not violate rules governing university residence halls, nor use the space for any disorderly purpose, or in such a manner as to interfere with the rights of other students in their academic pursuits. Violations of university published regulations or the rules governing university residence halls, as set forth in the provisions of this license agreement, may subject the student to disciplinary action, except as provided for in Paragraph 11.C. below.
- D. In accordance with the laws of the District of Columbia which prohibit smoking in public areas, and in order to ensure the health and safety of residents, smoking is prohibited in all residence hall rooms, apartments, common areas and private residential spaces. Members of the community who choose to smoke must do so in designated areas outdoors at a distance from the building that does not block entrances, transmit smoke into buildings, or cause others to be exposed to second-hand smoke.
- E. In the District of Columbia, the possession and/or use of alcohol by persons under the age of 21 years old is prohibited. In addition, the university does not allow the possession of alcohol in the residence halls by anyone, regardless of age. A resident is held accountable for what occurs in the room(s) and is therefore expected to comply with District laws and university policies in the use and distribution of alcohol.

## 10. HOUSING CANCELLATION

- A. Any student who wishes to cancel this license agreement must do so by written notice to HDP; notification to other departments within the university does not constitute notification of cancellation. Cancellations will not be deemed terminated until officially approved by HDP (and student has checked out of their room if applicable). University students who are returning to university housing agree to a minimum \$500 cancellation charge upon entering into this agreement. Except as described in Section 10(B), the \$500 cancellation charge will be assessed at the time of early termination of the agreement by the student for unapproved reasons and the student is responsible for housing charges according to the following schedule:

### *Fall or Spring Semester Cancellations*

1. After June 15th and July 1st respectively for returning and new students (December 15th for spring semester applicants), if the student cancels before the end of the first calendar week of classes of the semester, the student will be charged and responsible for twenty-five (25) percent of the total housing charges for the entire semester.
  2. If the student cancels during the second calendar week of classes of the semester, the student will be charged and responsible for fifty (50) percent of the total housing charges for the entire semester.
  3. If the student cancels during the third calendar week of classes of the semester, the student will be charged and responsible for seventy-five (75) percent of the total housing charges for the entire semester.
  4. If the student cancels after the third calendar week of classes of the semester, the student will be charged and responsible for the total housing charges for the entire semester.
- B. Students planning to cancel their enrollment at the university at the end of the fall semester, or students participating in university-approved semester abroad or international co-op programs, or students receiving a university approved leave of absence must notify HDP in writing no later than November 15th of their intention to cancel their housing for the spring semester. If such notification is received by November 15th, a student cancelling for approved reasons will

receive a full cancellation of spring semester housing charges. Students within the specified categories who do not meet the November 15th deadline may initially be billed for spring semester housing, which may result in delays in paperwork related to graduation, transferring to other schools, or refunds for any overpayments.

- C. A student who applies for housing only for the spring semester and who later cancels will be subject to the same cancellation process and schedule noted above with December 15th being the deadline for the student to be responsible for the \$500 minimum cancellation charge. Exceptions to this policy may be granted in the case of academic or disciplinary dismissal or suspension during a semester, in which event, a prorated cancellation of housing charges may be made. Other exceptions to this policy will be made on a case basis as determined by the Executive Director of HDP or their designee.

## 11. TERMINATION

This license agreement may be terminated in the following manner:

- A. Should student at any time cease to be enrolled as a full time student at university, this license agreement may be terminated without notice, such notice being hereby waived. In these cases, cancellation of space charges will be made in accordance with the provisions set forth in paragraph 10 of this license agreement. In limited circumstances, related only to a change in student status from full time to part time, and only after approval of a prior written request, the Executive Director of HDP or their designee may permit a part time student to reside in university residence halls.
- B. If student violates any of the terms and conditions of this agreement, and in particular, those set forth in paragraph 9, subparagraphs A, B, C, D, E, and paragraph 15, student may be given written notice by university that the license agreement has been terminated and to vacate university residence hall pending a determination by Disciplinary Hearing. Upon Disciplinary Hearing determination, as implemented in writing by the Dean of Students or designee, this license agreement may be terminated.
- C. If student exhibits behavior or mode of living by which, in the judgment of the Executive Director of HDP, the Dean of Students, Vice President for Campus Life (or designee of the foregoing) it would be

in the best interest of the student, other residents, or the university community for the student to leave the university residence halls, then this license agreement may be terminated unilaterally by university upon due notice (as defined by the Executive Director of HDP), and a cancellation of space charges may be assessed.

- D. If the license agreement is terminated as provided in A, B, or C above, student must vacate the space on the effective date of termination. Upon student's failure, to take all summary action to vacate, university shall be entitled to immediate possession of the space and to take all summary action to secure possession without any other or further notice of any kind to student. University may then, without notice to student, enter, take possession of, and relicense space. University is further irrevocably authorized on behalf of student to remove and to store student's belongings without any liability on the part of university for damage or loss. In that event, university will assess appropriate charges for storage of belongings through 8 weeks after which the university is irrevocably authorized on behalf of student to dispose of these belongings in any manner which it shall see fit without any obligation to make payment of any kind to student resulting from such disposition, damage or loss.
- E. Unless otherwise provided, university may terminate the license agreement by providing such notice to the student by registered mail or certified mail to the student at the student's address, or by hand delivery to the student.
- F. If licensee fails to vacate the licensed premises upon termination of the license agreement, licensee will be deemed a trespasser and subject to all available remedies including but not limited to student disciplinary charges. A student whose license agreement has been terminated may be refused assignment of housing space at a later date.
- G. Licensee and university agree that no month to month occupancy can occur after the termination date of the license agreement.

## 12. DINING SERVICES

- A. All first and second-year resident students are required to be enrolled in a meal plan. For the first two semesters of main or Tenley campus residency, students are required to enroll in a meal plan at or above the 150

Block Plan. Third and fourth semester main or Tenley campus residents are required to enroll in a meal plan at or above the 75 Block Plan. If a first or second year resident student does not select a meal plan, the student understands and agrees to be assigned the minimum plan required as described.

- B. Requests for release from this requirement based on religious or dietary considerations must be submitted in writing by the student to the Executive Director of HDP or their designee. Reasonable/substantial attempts will be made to accommodate religious considerations and medical dietary needs, and only if these accommodations cannot be met will a request for release be considered. Students shall be enrolled in the same meal plan for both fall and spring semesters, unless the student requests and is approved for cancellation or change of their fall dining plan during the designated change periods.
- C. For the fall term, meal plans begin with dinner on the first Sunday of Welcome Weeks and terminate with lunch on the last day of the final exam period for undergraduate students. For the spring term, meal plans begin with dinner on the first day of classes for Washington Semester students and with dinner on the Sunday before classes start for all other undergraduate students and terminate with lunch on the last day of the final exam period for undergraduate students.
- D. Unused meal swipes expire at the end of each semester, while EagleBucks balances will carry forward throughout a student's tenure at American University.
- E. The university reserves the right to assign all applicable students to the lowest meal plan required under this agreement and to suspend a student's dining privileges if necessary.

## 13. CANCELLATION OF DINING SERVICES

- A. First and second year resident students may cancel their dining plans only if they officially withdraw from university housing. All other students (residential or non-residential) may seek to change or cancel their dining plan during the 10 day meal plan change/cancellation period at the start of each semester by making this request, in writing, to HDP.
- B. After the end of the change/cancellation period, students may cancel their dining plans only if they

officially withdraw or take a leave of absence from the university. If a student requests and is approved for a change or cancellation of their meal plan for the fall semester, that change or cancellation is automatically applied to the spring semester.

#### 14. CELL PHONE

All residential students shall provide their cell phone number to the university upon enrollment and are required to maintain a current cell phone number with the university through the my.american.edu portal.

#### 15. MEDICAL REPORT AND HEALTH INSURANCE

A. An immunization form certifying compliance with Washington, D.C., immunization requirements is required for all students residing in university residence halls. This license agreement will not be in force, and university may not undertake its obligation until student's requisite immunization form has been submitted and is on file with university's Student Health Center.

B. All first year students residing in university provided housing must be immunized against Meningitis or sign a waiver stating they have read and understand the risk of the disease and do not wish to be immunized. Students who wish to be exempt due to religious or medical reasons must submit a letter from a medical provider or religious clergy which states the need for exemption. Additional information, forms and instructions can be found at [www.american.edu/healthcenter](http://www.american.edu/healthcenter).

C. All resident students are required to provide proof of health insurance coverage. Students are automatically billed and enrolled in the AU Student Health Insurance Plan unless they complete an on-line waiver proving comparable coverage. Instructions for the waiver can be found at [www.american.edu/healthcenter](http://www.american.edu/healthcenter).

#### 16. GOVERNING LAW

This agreement shall be governed by the laws of the District of Columbia.

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

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

Printed Name: \_\_\_\_\_

AUID Number: \_\_\_\_\_



AMERICAN UNIVERSITY  
WASHINGTON, D C

*American University is an equal opportunity/affirmative action university and employer.*