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 Conduct Code and 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 or 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 or web application 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 assistant vice president 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 will instead be placed on a wait list for housing and may be housed if or when space becomes available. The university guarantees housing for all incoming first-year 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 assistant vice president 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 and 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 16, 2014, at 9 a.m. and Wednesday, August 20, 2014, at 9 a.m. for all returning students. Fall semester closing is 24 hours after the licensee's last exam and no later than noon on Wednesday, December 17, 2014.

B. Spring semester opening for all students will be Sunday, January 4, 2015, at 3 p.m. Spring semester closing is 24 hours after the licensee's last exam and no later than noon on Wednesday, May 6, 2015. Only students receiving degrees at the spring commencement exercises or students who have received a summer 2015 housing assignment will be permitted to remain in residence until 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 assistant vice president of HDP or designee at least four 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) and may be placed in a temporary accommodation pending the availability of their fall 2014 housing assignment. Students permitted to arrive early will be billed $50 per night of occupancy prior to their scheduled date of arrival.
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 in overall size and shape among like units occupying the same number of students. No additional charge or credit will be assessed to the student’s account to accommodate these variations.

B. Academic year 2014–2015 charges for residence begin with the student’s scheduled check-in day and continue until 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 early arrival or late departure requests.

C. Newly admitted students agree to pay a $200 nonrefundable residential student enrollment deposit (“housing deposit”) upon entering into this agreement and submitting the housing application. 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 or her own payments; however, 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 checkout 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 assistant vice president 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 or 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, that 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 assistant vice president of HDP or designee. Painting of the room is not permitted. It is the responsibility of the licensee to document damages on their Room Inventory Form (RIF) within 24 hours of occupancy 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 or her rights or responsibilities under this agreement to a third party. The provisions of this paragraph shall not prevent university, however, from reassigning, relicensing, 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 weeks or last four 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 to a shared space to accommodate more occupants). The university further reserves the right to make room changes during the year, as deemed necessary by the assistant vice president of HDP or 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 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 assistant vice president of HDP or their designee; shall not damage or 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 nonuniversity 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 or guardian’s insurance policy extended to their campus residence.

G. Nonreturned or lost room or mailbox 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 in to their assigned space. Such charges may be assessed at any time during the student’s residence. No student room or mailbox keys provided by HDP may be duplicated.

H. When leaving the university residence hall at the end of the year or when terminating housing during the year, student agrees to follow official checkout procedures with a member of the university residence hall staff and to turn in the key(s) at the time of checkout. A student leaving the university residence halls during the year must notify HDP in writing of such intent prior to leaving. Charges for nonreturned keys are as noted above in section F. Student also agrees to leave his or her space in “move-in condition” at the time of checkout; and if, upon inspection by university residence hall staff at or about time of checkout, 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 checkout 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 specify precisely 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 confiscated immediately 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 regulations are not intended to 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 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 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, source 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 and its trustees, agents, employees, and subcontractors from and against any liability to student, or his or 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 sustained by student, or his or 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 Conduct Code, and

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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 his or her 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 paragraphs 10-B and 10-C, a student will be responsible for either the $500 cancellation charge (for students returning to university housing) or the $200 nonrefundable housing deposit (for newly admitted students); or a percentage of his or her total semester housing rate in accordance to the fee schedule specified below. The student agrees to the following fee schedule:
B. Students who are planning to cancel their enrollment at the university at the end of the fall semester, 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 of their intention to cancel their housing for the spring semester no later than November 1. If such notification is received by November 1, 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 1 deadline may initially be billed for spring semester housing. which may result in delays in paperwork related to graduation, transfer to other schools, or refunds for overpayments.

C. A new student who applies for housing to begin in the spring semester, and who later cancels prior to December 15, will be responsible for the nonrefundable $200 housing deposit. A current or returning student (not new in the spring semester) who applies for housing for the spring semester only, and who later cancels prior to December 15, will be responsible for the $500 cancellation charge. Any student who applies for housing to begin in the spring semester, and who later cancels after December 15, will be billed for spring semester housing, which may result in delays in paperwork related to graduation, transfer to other schools, or refunds for overpayments.

D. Exception 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-by-case basis, as determined by the assistant vice president of HDP or their designee. Students are advised to enroll in the tuition refund plan offered through the Student Health Center to minimize financial losses should the student suffer serious illness or accident and have to withdraw from the university before completion of the semester.

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 the 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- to part-time, and only after approval of a prior written request, the assistant vice president 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 assistant vice president of HDP, dean of students, vice president of 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 assistant vice president 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 four weeks, after which the university is irrevocably authorized on behalf of student to dispose of these belongings in any manner in 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 enroll in a meal plan. For the first two semesters living on campus, students are required to enroll in a meal plan at or above the 175 Block Plan. Third- and fourth-semester campus residents are required to enroll in a meal plan at or above the 100 Block level. If a resident student, during the first four semesters living on campus, 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 assistant vice president of HDP or their designee. Reasonable and substantial attempts will be made to accommodate religious considerations and medical dietary needs; only if these accommodations cannot be met will a request for release be considered. Students requesting a waiver of meal plan requirements for reasons related to a disability must submit documentation from a
qualified professional to the Academic Support and Access Center. This documentation must specify the student’s dietary needs. Students with a minimal meal plan requirement 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. 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. Spring term meal plans begin with dinner on the first day of orientation 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. EagleBucks and Dining Dollars 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 nonresidential) 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 or by email from a student’s university email address, 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.

C. Students will not be eligible for a refund after the change or cancellation period.

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 portal at myau.american.edu.

15 MEDICAL REPORT AND HEALTH INSURANCE

A. An immunization form certifying compliance with District of Columbia 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 that they have read the waiver 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 stating the need for exemption. Additional information, forms, and instructions can be found at 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 a waiver online proving comparable coverage. Instructions for the waiver can be found at american.edu/healthcenter.

16 GOVERNING LAW

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