1 INTRODUCTION

American University (hereinafter “university”) enters into this Housing License Agreement (hereinafter “license agreement”) with student (hereinafter “student” or “licensee”). This license agreement serves as an information of a housing assignment of a 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 contain only a license and shall not be deemed to constitute a lease or to create transfer interests or a tenancy in common. 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 THE UNIVERSITY, TO THE STUDENT, AND TO THE RIGHT OF OCCUPANCY IN THE UNIVERSITY RESIDENCE HALLS.

All materials contained herein are an integral and binding part of this agreement. Violation of 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 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 acceptance into a university residence hall, as defined herein, following a prescribed process, or on the date personal belongings are removed from the room and all lease or rental agreements are terminated by the student. Students are required to participate in proper checkout procedures by completing their Regulations (Reg) Card and Room Inventory Form in order to avoid incurring additional fees. The adjustment for room and meal plan charges will be determined according to paragraph 10.

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 status, personal appearance, sexual orientation, gender identity and expression, family responsibilities, political affiliation, source of income, marital status, or Vietnam-era veteran status, and any other bases under federal or local laws (“Protected Bases”). The university reserves the right to approve or deny such requests.

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 students receiving degrees at the spring commencement exercises or students who have applied for late departure by the specified application deadline and may be approved by Housing and Dining Programs (HDP) or designee at least four weeks of each semester. Roommate assignments are made without regard to race, color, religion, national origin, 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.

4 DATES OF OCCUPANCY

Occupancy means accepting assignment accommodations by officially checking into a university residence hall, as defined herein, following a prescribed process, or on the date personal belongings are removed from the room and all lease or rental agreements are terminated by the student. Students are required to participate in proper checkout procedures by completing their Regulations (Reg) Card and Room Inventory Form in order to avoid incurring additional fees. The adjustment for room and meal plan charges will be determined according to paragraph 10.

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 floor. 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 variation in 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 2015–2016 charges for room and meal plan charges are based on officially checking in to the space assigned to the student by the university. The student is responsible for reasonable care 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 any damage. The student is responsible, jointly and severally, for such damages beyond reasonable wear and tear. The student should cost of repair need to be assessed.

6 GENERAL TERMS AND CONDITIONS

A. This agreement is in effect until terminated by the university or written cancellation and 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 without prior written consent from 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, relocating, or taking any other action necessary to comply with the terms of the agreement or this license agreement under the provisions of paragraph 11 or otherwise noted.

C. 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, 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.

E. 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 (i.e., consolidating student rooms without students remaining 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. Student occupancy in a university residence hall may require sharing of the space with one or more fellow students. The student is responsible, jointly and severally, for such damages beyond reasonable wear and tear. The student should cost of repair need to be assessed.

F. The student will use the premises for residential and educational purposes in accordance with this agreement and its general policies. 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, relocating, or taking any other action necessary to comply with the terms of the agreement or this license agreement under the provisions of paragraph 11 or otherwise noted.

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N. 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, 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.
A. The university agrees to provide and the
licensee agrees to maintain the assigned space. Such charges may be
assessed for repair or replacement costs. In
addition, authorized staff members of
HDP may access student’s space and
items” found during inspections will be
subject to housing cancellation fees.

B. The student shall not damage the space
for such repair and/or damage costs.

C. The student shall not permit the
student’s occupancy, reasonable wear
and tear excepted. University staff will
date from the official checkout date.

D. The university is responsible for the
The 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
substitute for such responsibility.

E. Authorized university agents or employees
shall have the right to access of the space
without prior notice to the student in case
of emergency, such as fire, health,
safety, or casualty damage. In
addition, the university’s 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
date, and then and there perform any
maintenance or repairs required. A university’s
student is at least 21 years of age and
class could result in the assignment
of a campus residential space.

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,
etiquette Student Conduct Code, or
any local laws and regulations.

C. The student shall not permit the
student’s occupancy, reasonable wear
and tear excepted. University staff will
date from the official checkout date.

D. The university is responsible for the
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
do 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 B and 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 commuting/visiting students) or
percentage of his or her total semester
housing rate in accordance to the fee
schedule. The following paragraphs
are not subject to the following schedule:

A. The student shall not damage the space
for such repair and/or damage costs.

B. The student shall not permit the
student’s occupancy, reasonable wear
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schedule. The following paragraphs
are not subject to the following schedule:

A. The student shall not damage the space
for such repair and/or damage costs.

B. The student shall not permit the
student’s occupancy, reasonable wear
and tear excepted. University staff will
date from the official checkout date.
B. Students who are planning to cancel their enrollment at the university at the end of the fall semester, students participating in university-sponsored programs or international co-op programs, or students receiving a university-approved leave of absence shall be allowed to terminate their housing requirements 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 registration 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 responsible for the full amount due for the minimum plan required, as described.

D. 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-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 loss if 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 those 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, such cancellation, related only to a change in student status from full-time 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 violative 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 F, and paragraph 16—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, student violates the terms and conditions of this license agreement, student shall be deemed a trespasser and subject to all available remedies, including but not limited to university disciplinary charges. A student whose license agreement has been terminated may be required to vacate the space on the effective date of termination.

D. If licensee fails to vacate the licensed premises upon termination of the license agreement, licensee is hereby authorized and instructed to remove all personal belongings without any liability on the part of university for damage or loss. In that event, university will assume appropriate charges for storage of belongings through four weeks, after which the university is irreversibly authorized on behalf of student to dispose of those 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.

12 DINING SERVICES

A. First-year 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-year resident students residing on campus are required to enroll in a meal plan at or above the 200 Block Plan. Additional information and meal plan offerings are available in the Academic Support and Access Center. This documentation must specify the student's dietary needs. Students with a 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 full dining plan during the designated change period.

B. Fall term meal plans begin with dinner on the first Sunday of Welcome Week and terminate with lunch on the last day of the final exam period for undergraduate students. Spring meal plans begin with dinner on the first day of orientation for Washington Semester students, and 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 undergraduates students.

C. Unused meal credits will over a student earns in a spring meal plan of equal or higher value to their full fall meal plan. EagleBucks and Dining Dollars balances will carry forward throughout a student's tenure at American University.

D. The university reserves the right to assign all applicable students 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 phone, to the student’s university small 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 my.american.edu.

15 HEALTH INSURANCE

A. In accordance with the 2008 Higher Education Opportunity Act, all resident students must supply the name, relationship, and phone number for an emergency contact at the time of submitting the housing application or at the time of move-in. If the resident student is under the age of 18 at the time of move-in, the emergency contact information must be provided to a parent or legal guardian.

B. Students who wish to be exempt due to religious or dietary considerations 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. Additionally, 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.

17 GOVERNING LAW

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