



American University

Housing and Dining Programs License Agreement

Academic Year 2006-2007

*For Returning
Students Only.*

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 Enrollment Agreement and Housing Application Form is received by Housing and Dining Programs (hereinafter "HDP").

1. GENERAL: 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. 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.

2. OCCUPANCY OF SPACE: 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 and dresser, to be furnished by the university.

The space assignment, with its applicable rate, will be made later by 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. The term will be the period of time covered by the fall and spring semesters, subject to other terms of this agreement.

3. SPACE ASSIGNMENT: UNIVERSITY RESERVES ALL RIGHTS CONCERNING ASSIGNMENT, REASSIGNMENT AND ADJUSTMENTS, IN ACCOMMODATIONS IT MAY CONSIDER NECESSARY. CONSEQUENTLY, STUDENT'S OCCUPANCY IN A UNIVERSITY RESIDENCE HALL MAY REQUIRE SHARING THE SPACE WITH ONE OR MORE FELLOW STUDENTS.

New students must move into their designated spaces on the dates specified by HDP. Returning students must move into their designated spaces beginning on the Saturday prior to the first day of classes. Students wishing to move in prior to this move-in date must submit a written request to HDP at least four (4) weeks prior to move-in. HDP reserves the right to approve or deny such requests. Academic year (AY) 06-07 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 may be charged an additional fee for these accommodations. The costs will be outlined in the confirmation of the early arrival request. Students given permission to move in early, before official move-in date(s), should anticipate a lesser degree of staffing and services (e.g., housing and maintenance). 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. All assignments are exclusive of fall and spring vacation periods, the period between semesters, and/or periods when university is officially closed.

A. Consolidation: 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.

4. CANCELLATION PRIOR TO OCCUPANCY: Any student who wishes to cancel this license agreement must do so by written notice received by HDP not later than July 3. Prior to occupancy, if notice of cancellation is received after June 1 regardless of student's application date, a charge of 25 percent of the semester's space fee will be assessed whether or not the space was actually moved into (75 percent of the housing charges will be cancelled as per 5.C.). Cancellation of this license agreement may only be made through HDP; notification to other departments within the university does not constitute notification of cancellation.

5. WITHDRAWAL FROM HOUSING:

A. TWO SEMESTER 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 below. 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 an appeals board appointed by the Residence Hall Association.

B. At end of fall semester: 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 15 of their intention to withdraw from housing for the spring semester. If such notification is received by

November 15, a student within the specified categories will receive a full cancellation of spring semester housing charges. Students within the specified categories who do not meet the November 15 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. At Any Other Time During the Academic Year: Any student, whose license agreement is initiated for the fall and spring semesters, who withdraws from the university residence halls at any time during the fall or spring semesters (except as provided for above and below) will receive a cancellation of housing charges according to the following schedule, provided student has provided written notice of withdrawal from housing to HDP:

1. Withdrawal from June 1 (November 15 for spring semester applicants) through the first calendar week of classes equals 75 percent cancellation of housing charges.
2. Withdrawal during the second calendar week of classes equals 50 percent cancellation of housing charges.
3. Withdrawal during the third calendar week of classes equals 25 percent cancellation of housing charges.
4. No cancellation of charges will be given after the third calendar week of classes.

A student who applies for only housing in the spring semester and who later withdraws will be subject to the same cancellation process and schedule noted above with November 15 being the deadline to receive 75 percent cancellation of housing charges.

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. An exception to this policy will also occur when a student timely applies for a semester abroad program or international co-op, and the student is accepted to the program late.

6. TERMINATION: This license agreement may be terminated in the following manner:

A. Change In Student Status: 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 5 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, HDP may permit a part time student to reside in university residence halls.

B. Disciplinary Action: If student violates any of the terms and conditions of this agreement, and in particular, those set forth in paragraph 9, subparagraphs B, C, E, and paragraphs 16 and 17, 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 Conduct Council. Upon Conduct Council determination, as implemented in writing by the associate dean of students or designee, this license agreement may be terminated.

C. Student Behavior: 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 made.

D. Check-In: If student fails to claim space by checking in prior to the first day of classes in each semester, this license agreement may be terminated automatically unless HDP has received written notice of student's late arrival.

E. Failure To Vacate Space: If the license agreement is terminated as provided in A, B, C, or D 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 relinquish 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 make no charge for the first three week's storage; but thereafter storage charges shall accrue at the rate of fifty dollars (\$50.00) per week for the next five (5) weeks; and at the end of this eight (8) week period 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. In connection with disposition of such property by university, it is expressly agreed by student with university as a condition of this license agreement that the value of student's belongings is one hundred dollars (\$100.00) or less.

F. Notice to Student: 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.

G. Future Housing Obligations: A student whose license agreement has been terminated may be refused assignment of housing space at a later date.

7. STUDENT OCCUPANCY OF SPACE: Only the student bound by the terms of the agreement may occupy the space assigned to the student by the university. 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 6, or otherwise noted.

8. JOINT RESPONSIBILITY: If the space is assigned to more than one student, each shall be responsible for his/her own housing payments; but all shall be responsible jointly and severally for such damage beyond reasonable wear and tear and cost of repairs as may be assessed.

9. CARE AND USE OF SPACE: Student shall use the space exclusively as residence hall lodging.

STUDENT SHALL:

A. Care Of Space: Take care of the space and surrender the same at the end of term of license agreement in good order and in as good condition as when received, reasonable wear and tear excepted. To insure that proper care is being taken of the space, university's authorized agents and employees shall have the right after having first given reasonable notice, to enter and/or to inspect the space from time to time, provided, however, that such 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.

B. Compliance: Conform and comply with all laws, regulations and ordinances of the District of Columbia and the United States of America.

C. University Regulations: Abide by university policy entitled Rights, Responsibilities, and Code of Conduct for Students, and the Regulations for Student Conduct in university residence halls; 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; all of which are made a part of and specifically incorporated into this agreement.

D. Liability: 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 university's agents or employees.

STUDENT SHALL NOT:

E. Violation: Violate published 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 student to disciplinary action, except as provided for in Paragraph 6.C. above.

F. Damages: Damage the space or furnishings (including common areas), aside from reasonable wear and tear. If such loss or damage 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 replacement costs.

10. MAINTENANCE OF SPACE AND ACCESS: University shall provide for general maintenance and upkeep of the space; and for 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. The university residence hall staff members and students will be notified of the cleaning schedule by schedules posted in a reasonably prominent manner on each university residence hall floor. 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; however, that entry for the purpose of making requested repairs or alteration shall be at reasonable times. Physical Plant and HDP will take care of such items as rapidly as can be accomplished. It is usually not possible to give a precise time when such maintenance or repairs will be made.

Authorized university agents or employees shall have the right of access to the space without prior notice to student in cases of emergency, personal injury, safety, health, or casualty damage. In addition, authorized staff members of HDP may access student's space in situations where there is reason to believe that a violation of law or university regulations has occurred. In such circumstances, if an occupant of the premises denies a request for entry, authorized staff members of HDP shall have the right of access to the space.

11. SERVICE AND UTILITIES: 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.

STUDENT SHALL:

A. Cell Phone Number: Provide his/her cell phone number to the university upon enrollment and is required to maintain a current cell phone number with the university through the <my.american.edu> portal.

12. ALTERATIONS, FIRE HAZARDS, WASTE: Student shall not make any material alterations in the space without express written permission from the associate director of Housing Services; 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.

13. DAMAGES TO PROPERTY OR PERSONS: University shall not be liable for any loss or damage to property resulting from fire, theft, casualty, or any cause, or personal injuries occurring within the space, unless such damages, losses or personal injuries are caused directly by or result from the proven negligence of university's agents or employees. Students are advised to carry a "homeowners" insurance policy for their personal property, or have their parent's/guardian's insurance policy extended to their campus residence.

14. LOST OR NON-RETURNED KEYS: A thirty-five dollar (\$35.00) charge will be made for a non-returned or lost room keys. Such charges may be assessed at any time during the student's residence.

15. SPACE CLEARANCE PROCEDURE: When leaving the university residence hall at the end of the year or when terminating housing during a year, student agrees to check out officially 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 (see 5.C.). Charges for non-returned keys are as noted above in section 14. Student also agrees to leave his/her space "broom clean" 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 "broom clean" condition, student agrees to pay the university a one hundred dollar (\$100.00) cleaning service charge. When applicable, a refund of housing charges will date from that CHECK-OUT time.

16. MEDICAL REPORT AND HEALTH INSURANCE: An immunization report 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 health certification has been submitted and is on file with university's Student Health Center. All resident students are required to provide to the designated university office proof of health insurance coverage. Students who do not provide such proof of coverage shall be billed for and enrolled in the university's Student Health Insurance Plan.

17. MOTOR VEHICLES: Resident freshmen, Tenley Campus residents, and all other resident students whose names were not selected in the resident parking permit selection process are not permitted to park a motor vehicle (including a motorcycle) on campus or in the neighborhood areas contiguous to main campus, the Tenley campus, and the Washington College of Law, which are designated as Advisory Neighborhood Commission 3D and 3E. This prohibition reflects strict conditions imposed on the university by District of Columbia zoning and/or other requirements. Compliance with these District of Columbia requirements is not only a legal requirement imposed on the university community, but also is an important factor in maintaining good neighbor relations and the residential character of the surrounding community. Violations of this provision are subject to substantial District of Columbia and/or university fines and/or other action and may be referred for disciplinary action, which may result in termination of this license agreement, among other sanctions. Those students who are eligible to purchase a resident parking permit shall park their vehicles in parking areas assigned to them by the university's Parking and Traffic Office and shall abide by the university's Parking and Traffic Regulations. Students with motor vehicles are required to have the necessary automobile insurance while parked on campus. The university shall not be liable for any loss or damages to these vehicles as provided in section 13.

18. GOVERNING LAW: This agreement shall be governed by the laws of the District of Columbia.



AMERICAN UNIVERSITY
WASHINGTON, D.C.

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