



# AMERICAN UNIVERSITY

W A S H I N G T O N , D C

## WINTER BREAK HOUSING AGREEMENT

The American University ("University") enters into this License Agreement with Resident and any Co-signer ("Co-signer") effective the date specified at the end of this License Agreement.

1. **GENERAL:** The purpose of this License Agreement is to establish certain financial and other relationships between University and Resident including lease of premises in University Residence Halls for Resident lodging. Insofar as leased premises are concerned, the relationship between University and Resident shall be subject to the terms and conditions agreed upon. THIS LICENSE AGREEMENT IS BINDING FOR THE PERIOD FROM GUARANTEED ARRIVAL DATE TO INTENDED DEPARTURE DATE as specified in and allowable by the application and constitutes an obligation to pay University the prevailing rate for room. This License Agreement shall be governed by the laws of the District of Columbia.

2. **LEASED PREMISES:** The premises which are leased are as follows: Resident's right of occupancy in and access to a room shared with one or more fellow Residents; shared use of Resident common facilities in the Residence Hall in which the room is located: bed, springs, mattress, desk, chair, drapes, and dresser, but no linen, blankets, desk lamps and other accessories which are to be furnished by the Resident. Wherever the term "premises" is used, this term shall include collectively all of the items referred to in this paragraph.

3. **ROOM CHARGES AND REFUNDS:** Upon acceptance of this License Agreement by the University for a Residence Hall assignment for the period specified the total room charges are due in full based on anticipated length of stay. Cancellation after deadline date shall result in a \$50.00 administrative charge. Upon early departure after the minimum stay, no refunds of less than the cost of seven night's stay will be refunded. No refunds will be made for early departures made before the minimum stay. Should any discrepancy arise between literature published by the University, the information in the application shall prevail.

4. **ASSIGNMENT OF LEASED PREMISES:** University reserves all rights concerning assignment, reassignment and adjustments in accommodations it may consider necessary. Room charges begin with confirmed arrival day and continue until the departure date.

5. **NO SUBLETTING:** Resident shall not sublet or assign any part of leased premises for any period without prior written consent of University; nor shall Resident knowingly permit any unauthorized persons to occupy leased premises. The provisions of this paragraph shall not prevent University, however, from reassigning, reletting or taking any other action permitted or termination of this License Agreement under provisions of Paragraph 8.

6. **JOINT RESPONSIBILITY:** If the premises are leased to more than one Resident, each shall be responsible jointly and separately for such damage beyond reasonable wear and tear, and cost of repairs as may be assessed.

7. **CARE AND USE OF LEASED PREMISES:** Resident shall use leased premises as Residence Hall lodging only.

### RESIDENT SHALL:

A. Take care of leased premises and surrender the same at the end of term of License Agreement in good order and in as good condition as when received, except for reasonable wear and tear. To insure that proper care is being taken care of leased premises, University's authorized agents and employees shall have the right, after having first given reasonable posted notice, to enter and to inspect leased premises 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 given, rooms may be entered for inspection by University's authorized agents and employees only, whether or not student-occupants are present on premises.

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

C. Abide by the "Regulations for Conduct in American University Residence Halls;" and regulations adopted and published by governing bodies recognized by the University with the Residence Halls; and those regulations set forth in official University brochures and notices, including regulations concerning Residence Hall alcohol policy; all of which are made a part of and specifically incorporated into this License Agreement.

D. Save and hold harmless University from any liability to Resident and/or his/her guest(s) resulting from property damage or personal injuries sustained by them on premises, except where such property damage or personal injuries suffered to Resident and/or his/her guest(s) result directly from negligent acts of University's agents or employees.

### RESIDENT SHALL NOT:

E. Violate published rules governing University Residence Halls, nor use premises for any disorderly purpose, or in such a manner as to interfere with the rights of others. Violations of University published regulations or the rules governing University Residence Halls, as set forth in the provisions of this Agreement, may subject students of American University to Administrative Judicial Action, or

## HOUSING AND DINING PROGRAMS

referral to the University's Conduct Council, except as provided for in Paragraph 8.B. below.

F. Allow waste or damage to premises or furnishings (including common areas) aside from reasonable wear and tear. If such loss or damage does occur, Resident will be billed for repair or replacement costs. In the event of willful damage to the common areas located in the immediate vicinity of the Resident's premises (and/or furnishings and facilities located therein), and in the event the willful perpetrator(s) of such damage cannot be identified, all residents served by the immediate vicinity common area may be assessed for such repair and/or replacement costs.

**8. TERMINATION:** This License Agreement may be terminated in the following manner:

A. If Resident violates any term of the terms and conditions of this License Agreement, and in particular, those set forth in paragraph 7, subparagraphs B, C, and E, Resident may be given written notice by University to immediately quit and vacate premises. Such notice shall operate as a waiver of any further notice required under law or otherwise. In these cases, no cancellations of room charges will occur.

B. If Resident exhibits behavior or mode of living by which, in the sole judgment of the Executive Director of Housing and Dining Programs or her/his designee, it would be in the best interest of the Resident or other residents for the Resident to leave the Residence Hall upon due notice, a cancellation of room charges may be made.

If the License Agreement is terminated as provided in A or B above, Resident must vacate premises on the effective date of termination. Upon Resident's failure to quit and vacate premises, University shall be entitled to immediate possession of premises and to take all summary action to secure possession without any further notice of any kind to Resident under applicable law or otherwise, such notice being expressly waived. University may then, without notice to Resident, enter, take possession of, and relet premises. University is further irrevocably authorized on behalf of Resident to remove and to store Resident'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 \$20.00 (twenty dollars) per week for the next eight weeks and at the end of which period University is irrevocably authorized on behalf of Resident to dispose of these belongings in any manner which it shall see fit without any obligation to make payment of any kind to Resident, (or co-signer) resulting from such disposition, damage or loss. In connection with disposition of such property by University, it is expressly agreed by Resident (and co-signer) with University as a condition of this Agreement that the value of the Resident's belongings is One Hundred Dollars (\$100.00) or less. A Resident who is dismissed from University Housing may be refused re-assignment at a later date.

**9. MAINTENANCE OF PREMISES AND ACCESS:** University shall provide for general maintenance and upkeep of premises; and for their cleaning by University employees at scheduled times. During the Winter Break routine maintenance and cleaning will be done on schedules developed by the Physical Plant Department in conjunction with the Housing and Dining Programs Staff and will jointly notify residents by posting such schedules in a reasonably prominent manner on each Residence Hall floor. Resident 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 resident provided, however, that entry for the purpose of making requested repairs or alternations shall be at reasonable times. The Physical Plant Department 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 premises without prior notice to Resident in cases of emergency, personal injury, safety, health, or casualty damage. In addition, authorized staff members of Housing and Dining Programs and/or Department of Public Safety may request access to Resident's premises in situations where there is probable cause that a violation of law or University regulations has occurred. In such circumstances, if an occupant of the premises unreasonably denies a request for entry, authorized staff members of Housing and Dining Programs and/or Department of Public Safety shall have the right of access to the premises.

**10. SERVICE AND UTILITIES:** University maintains limited common cooking facilities within Residence Halls (provided, however, that Resident maintains sanitary requirements), and vend operated laundry facilities for resident use. University shall also provide electricity, dial tone phone service for on-campus and local calling, heat, hot and cold water, and shared sanitary facilities, all as adequate as necessary in the judgment of University's agents. Any unauthorized telephone usage may result in discontinuation of service and/or other action, and any charges incurred by the University due to such unauthorized usage shall be billed to the Resident. 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 condition beyond University control; unless the failure is caused by and results from the negligence of the University's agents or employees.

**11. ALTERATIONS, FIRE HAZARDS, WASTE:** Resident shall not make any material alterations in premises without express written permission from the Executive Director of Housing and Dining Programs; shall not damage nor permit the damage of any part of premises; shall not do or permit the doing of anything that shall constitute a fire hazard; and shall not permit the accumulation of waste and refuse within premises. Violation of these terms and conditions by Resident may be considered sufficient reason for disciplinary action, including dismissal from the Residence Halls.

**12. 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 leased premises, unless such casualty or personal injuries are caused directly by or result from negligence of University's agents or employees.

**13. ROOM CLEARANCE PROCEDURE:** When leaving the Break Residence Hall on or before noon, January 5, 2007 (the time and date when Break Housing ends), when complex desks reopen on the main campus or if terminated earlier: Resident agrees to turn in the key AT THE TIME OF CHECK-OUT as directed. A \$35.00 charge will be made for any non-returned room key. Resident agrees to leave his/her room in "broom clean" condition at the time of check-out; and if upon inspection by Housing and Dining

Programs Staff at or about time of CHECK-OUT, it is determined that the vacated room is not in "broom clean" condition, Resident agrees to pay the University a minimum cleaning charge of \$35.00. Any refund of room charges will date from that CHECK-OUT time in accordance with 3 above.

SIGN AND DETACH LOWER PORTION AND RETURN TO:  
Housing and Dining Programs, American University  
Anderson Hall, 4400 Massachusetts Ave., NW  
Washington, D.C. 20016-8142

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**AMERICAN UNIVERSITY WINTER BREAK HOUSING LICENSE AGREEMENT**

\_\_\_\_\_  
RESIDENT'S NAME (PLEASE PRINT)

\_\_\_\_\_  
AU ID NUMBER

The undersigned has read and understands the terms and conditions of the Winter Break Housing License Agreement, and

agrees to be bound by them this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Co-Signer Parent or Guardian's Signature  
(Necessary if Resident is less than 18 years of age)



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## HOUSING AND DINING PROGRAMS WINTER BREAK HOUSING APPLICATION

Housing will only be available in Congressional Hall on the Tenley Campus and primarily for current residents on a first-come, first-served basis. Applications will only be considered for noon, Wednesday, December 20, 2006, through Noon, Friday, January 5, 2007. **Keys must be picked up at the Congressional Hall desk from 9am - 1p.m. on Friday, December 20<sup>th</sup>.** Students who participate in a credit-bearing program (e.g. CMI) who plan to move into housing on later dates, still need to pick up their keys during this time frame. If you have any questions, please contact the Tenley front desk at 202-895-4775.

All applicants will be expected to sign a special Winter Housing Agreement. (All rules and regulations outlined in The Student Handbook are applicable.) Housing and Dining Programs reserves the right to remove any resident from Winter Break Housing if deemed necessary as indicated in the License Agreement. Cancellations must be made in writing by Friday, December 9<sup>th</sup>, 2006, or a \$50 administrative charge will be assessed. Staff contact and emergency information for the break will be posted at the Congressional Hall desk, and Public Safety can be contacted at any time for assistance at x2525 (Emergency: x3636).

Unfortunately, there will be no access to the main campus residence halls during any portion of the break, nor will there be any mail delivery at Tenley Campus or to main campus mail boxes. Additionally, break residents will need to provide their own linen and bedding. Please plan accordingly. **Main campus complex desks will reopen at 9 am on Friday, January 5, 2007 for Winter Break Housing residents. Break residents MUST move to their spring assignment rooms with all personal belongings no later than Noon on Friday, January 5, 2007.** Unfortunately, there can be no exceptions to this deadline. Break residents will receive check-out instructions at check-in and/or during the break.

**Please note: AU students interested in working at the Congressional Hall desk during the break in exchange for part or all of their break housing costs need to contact Kat Gannon, Guest and Public Relations Coordinator, via email at [gannon@american.edu](mailto:gannon@american.edu) and check here \_\_\_\_\_.**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Student ID.# \_\_\_\_\_ Gender: \_\_\_\_\_ Male \_\_\_\_\_ Female

I would like to be assigned with a smoker: \_\_\_\_\_ Yes \_\_\_\_\_ No **(Note: Smoking is not permitted in Congressional Hall.)**

Permanent Address \_\_\_\_\_  
STREET NUMBER CITY STATE

\_\_\_\_\_  
COUNTRY ZIP CODE TELEPHONE NUMBER WITH AREA CODE

\_\_\_\_\_  
PERSON TO CONTACT IN CASE OF EMERGENCY TELEPHONE NUMBER WITH AREA CODE

Spring 2007 Campus Address: \_\_\_\_\_ Campus Phone: \_\_\_\_\_

American University students assigned to break housing will automatically be billed to their student accounts. The break housing rate is \$32.00 per person per night, with a minimum stay charge of \$224.00 for 7 nights (\$544 for the entire break). **THERE WILL BE NO REFUNDS FOR EARLY DEPARTURES / LATE ARRIVALS.**

Guaranteed Check-in Date \_\_\_\_\_ / \_\_\_\_\_ Intended check-out date \_\_\_\_\_ / \_\_\_\_\_  
MONTH DAY MONTH DAY

\_\_\_\_\_ Days at \$32 (double occupancy) per person per night (7 night minimum) **TOTAL DUE: \$** \_\_\_\_\_

\_\_\_\_\_  
STUDENT SIGNATURE DATE

**\* UNSIGNED OR INCOMPLETE APPLICATIONS CANNOT BE PROCESSED \***  
PLEASE RETURN APPLICATION BY DECEMBER 8<sup>TH</sup> TO WINTER BREAK HOUSING AT THE ADDRESS BELOW:

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4400 MASSACHUSETTS AVENUE, NW WASHINGTON, DC 20016-8142 202-885-3370 FAX: 202-885-1154