

**American University  
Housing & Residence Life License Agreement  
Academic Year 2019-2020**

**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 the Student signs the Agreement.

The purpose of this License Agreement is to establish certain financial and other relationships between the University and the Student relating to the Student’s occupancy in University Residence Halls including any facility that the University may now or hereafter own, lease, or otherwise make available for student housing (hereinafter "University Residence Halls"). This License Agreement shall constitute only a license and shall not be deemed to constitute a lease or to create or transfer interest in or a lien on real estate. The University reserves the right to terminate the License Agreement at its discretion. The relationship between the University and the Student shall be subject to the terms and conditions in this License Agreement. **THIS AGREEMENT IS BINDING FOR BOTH THE FALL AND SPRING SEMESTERS OF THE 2019-2020 ACADEMIC YEAR AND CONSTITUTES AN OBLIGATION TO PAY THE UNIVERSITY FOR THE RIGHT OF OCCUPANCY IN THE UNIVERSITY RESIDENCE HALLS.**

The University reserves the right to alter or amend this License Agreement at any time, when deemed appropriate, and shall provide notice to all current Licensees via the AU e-mail address.

All materials contained herein are an integral and binding part of this License Agreement. The University’s Residence Hall regulations in the University’s Student Conduct Code, and those that appear on the University and HRL websites are hereby incorporated into this License Agreement and are binding. It is the Student’s responsibility to become familiar with all provisions of this License Agreement and related University policies.

Upon submission of the License Agreement, or, as applicable, upon submission of an application electronically, the Student shall comply with all of the terms and conditions of this License Agreement. The authentication procedures for the University’s web portal or web application serve as an electronic signature for the Student and shall be conclusive evidence of the Student’s agreement to be bound by the terms of this License Agreement. The Student acknowledges and agrees that submission of the housing application electronically, and acceptance of the Housing Assignment by the University, constitutes a legally binding contract with the University and financially obligates the Student to pay for the full term of the License Agreement. Electronic submission of the application information does not guarantee that the Student shall receive an offer of, or confirmation of, a housing assignment. No oral statement made by any agent of HRL shall be considered a waiver or modification of any terms or conditions of this License Agreement.

**2. ELIGIBILITY**

Occupancy in the University Residence Halls is open to all 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, veteran status, genetic information or any other bases under federal or local laws (“Protected Basis”).

All resident students are subject to all policies and procedures established by the University. The University guarantees housing for all First Year, Second Year, and Transfer students who apply for housing by the published housing application deadlines. Students who fail to apply for housing by the stated deadlines may be placed on a waitlist for housing and may be housed if/when space is available.

### 3. LENGTH OF LICENSE AGREEMENT

Any student who resides in a University Residence Hall shall abide by the terms of this License Agreement for both fall and spring semesters. Exceptions will be made for Students participating in University-approved Study Abroad programs, International Co-op programs, or on a leave of absence, as noted in Sections 10 and 11. Other exceptions may be made on an individual basis and reviewed by an appeal committee in accordance with University policies.

### 4. DATES OF OCCUPANCY

Occupancy means the acceptance of assigned accommodations (“Housing Assignment”) by officially checking into the University Residence Halls and obtaining ID card access to occupy a specifically assigned room for the term of the academic year or semester.

The Student must participate in the proper posted/announced check out processes in order to avoid incurring additional fees. The Student may be billed \$50 for not following checkout procedures as instructed.

Any adjustment for room charges will be determined in accordance with Sections 10 and 11.

- A. Fall semester opening for new students will be Tuesday, August 20 or Wednesday, August 21, 2019; and Fall semester opening for returning students will be Thursday, August 22, 2019. Specific move-in times will be provided to students via e-mail and the AU website. Fall semester closing is 24 hours after the Student’s last exam but no later than 12 noon on Sunday, December 15, 2019. Seniors participating in December 2019 graduation ceremonies and are approved for late departure may check-out by noon on Monday, December 16, 2019.
- B. Students wishing to move in prior to the fall move-in date must submit an online request form through the AU Housing Portal at least four (4) weeks prior to move-in. HRL reserves the right to approve or deny such requests. Students approved by HRL to move in before official move-in date(s), should anticipate fewer staff and services (e.g., front desk, dining and maintenance) and may be placed in a temporary accommodation pending the availability of their Fall 2019 Housing Assignment.
- C. Spring Semester opening for all students will be Sunday, January 5, 2020 at 3 pm. The Student may return to campus (or move-into a new assignment) between Sunday, January 5, 2020 at 3 pm and Monday, January 13, 2020. Spring semester closing is 24 hours after the Student’s last exam but no later than noon on Wednesday, May 6, 2020. Only students receiving degrees at the Spring Commencement exercises will be permitted to remain in the University Residence Hall until 12 pm the day following the Spring Commencement exercises. Students that have received a Housing Assignment for Summer 2020 will be permitted to remain in the University Residence Hall until the Spring to Summer housing transition day.
- D. Students wishing to remain past the Spring move-out date must submit an online request form through the AU Housing Portal at least four (4) weeks prior to move-out. HRL reserves the right to approve or deny such requests. Students approved by HRL to remain in housing past the official move-out date(s), should anticipate fewer staff and services (e.g., housing, dining and maintenance) and may be in a temporary accommodation until final checkout.
- E. All Housing 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 this License Agreement is for space in the University Residence Hall and not for a specific room or building. In consideration of the Housing Assignment, the Student agrees to pay the University the appropriate charge for that type of room. Due to the nature of residential buildings, the University acknowledges that there may be variations on the overall size and

shape between like units with the same number of students. No additional charge or credit will be assessed to the Student's account to accommodate for these variations.

- B. Academic year (AY) 2019-2020 charges begin and end in accordance with the semester contract start and end dates, not the specific check in and check out date of the Student. Charges will be prorated accordingly as a result of room changes. Charge adjustments due to cancellation and termination check outs will be prorated on a case-by-case basis in accordance with the cancellation fee schedule as outlined in Sections 10 and 11. 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/late departure requests.
- C. Newly admitted students agree to pay a \$200 non-refundable residential student deposit ("Housing Deposit") upon entering into this License Agreement. The enrollment deposit is nonrefundable and must be paid prior to or at the same time the student applies for on-campus housing. Returning students will not be charged the Housing Deposit but may be subject to cancellation charges as outlined in Sections 10 and 11.
- D. All students who contract for housing are charged for services through their student account.
- E. Failure by the Student to pay for all charges due under the License Agreement does not constitute the cancellation of this License Agreement by the Student.
- F. If the Housing Assignment is in a double-occupancy room, each Student residing in the room shall be responsible for his or her own payments; however, both Students shall be responsible, jointly and severally, for any and all damages beyond normal wear and tear.

## 6. GENERAL TERMS AND CONDITIONS

- A. This License Agreement is in effect until terminated by the University, written cancellation, or check-out by the Student.
- B. The Student will use the Housing Assignment in the University Residence Hall for residential and educational purposes in accordance with this License Agreement and the University's general policies. The Student will not lodge any guest(s) in the University Residence Hall lounge, 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 for any commercial purpose, or as a salesroom, office, or service area, or for storage of merchandise. Soliciting, selling, or promoting any goods or services in the University Residence Halls is prohibited, unless otherwise approved in writing by the Director of Housing or a designee.
- C. The Housing Assignment grants each Student the right of occupancy in and access the University Residence Hall; shared use of designated student common facilities in the University Residence Hall in which the Housing Assignment is located; and use of furniture, to be supplied by the University. The Housing Assignment, with its applicable rate, will be made by the University after the University approves the housing application, which will become a part of, and be deemed incorporated herein. The Term of this License Agreement will be shown on the Housing Assignment, as specified above. University-supplied furniture may not be removed from the room in the University Residence Hall at any time, unless approved by the Assistant Vice President and removed by authorized University staff. No alterations will be permitted. It is the responsibility of the Student to document damages within 24 hours of occupancy on the Room Inventory Form (RIF). The Student should meet with the Resident Assistant to report any damages or problems with the room. Upon occupancy, the Student shall be responsible for reasonable care of the room.
- D. Rooms in the University Residence Hall may only be occupied by the Students assigned by the University. Every Student assigned to a room shall be bound by the terms of the License Agreement. No assignments or sublicenses shall be permitted. The provisions of this Subsection shall not prevent the University, however, from reassigning, re-licensing, or taking any other action permitted on termination of this License Agreement under the provisions of Section 11 or otherwise noted.

- E. Room assignments may be changed only upon written authorization from HRL. No changes of room assignments will be made during the first two (2) weeks or last four (4) weeks of each semester. Roommate assignments are made without regard to race, color, religion, national origin, age, sexual orientation, gender expression, personal appearance, family, matriculation, political affiliation, actual or perceived physical or mental disability, status as a veteran or disabled veteran, or any other Protected Bases.
- F. The University reserves all rights concerning any assignment, reassignment and adjustment, in accommodations it deems necessary. The University reserves the right, at any time and from time to time, to consolidate student space (consolidation refers to reassigning students without roommates together to create more space). The University further reserves the right to make room changes during the year as deemed necessary by the Assistant Vice President or a designee. The Student's occupancy in the University Residence Hall may require sharing the space with one or more fellow students. The University reserves the right to assign students to temporary housing when necessary. If the Student is assigned to temporary housing, the Student will be reassigned to permanent housing when it becomes available. If a vacancy occurs in the room to which the Student is assigned, the Student must maintain the open space so that it is ready for a new occupant at any time, without prior notice. 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 room by 5 p.m. on the first day of classes could result in the reassignment of the room to another student, unless the Student sends an advance written request for an extension of the arrival period and it is granted in writing by HRL. Students who fail to occupy their assigned room by the first day of classes may be subject to housing cancellation fees.
- H. The University does not ensure 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 such as fire, flooding 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. The Student is advised to carry an insurance policy for his or her personal property or have his or her parent's or guardian's insurance policy extended to the campus residence.
- I. The Student is required to update his or her personal and emergency contact information in the University's central database. The Student is required to participate in opening of the semester informational meetings ("Floor Meetings") and other official events organized by the Resident Assistant.
- J. The Student is aware that photographs and video may be taken of individuals during events held in the residence halls (lobbies, lounges, classrooms, courtyards). A Student who does not want a photo to be taken should notify the event coordinator at the time of event.
- K. The Student agrees not to share, lend, or exchange any mail keys, access card or One Card with any other individual.

## 7. ROOM CONDITION

- A. The University agrees to provide the Student a room in a clean, safe and sanitary condition. During the Term, the Student agrees to maintain the room in a clean, safe and sanitary condition. Upon termination of this License Agreement, the Student should leave the assigned room, furnishings, and equipment in as good an order and condition as the same were upon commencement of the Student's occupancy, normal wear and tear excepted. Upon move-out, University staff will take an inventory of furnishings and assess any damages found in the room, if any. Any and all repair costs for damages will be charged to: 1) the Student responsible for such damages or 2) all occupants, if University staff is unable to determine individual responsibility. Personal property left in a room following move-out will be deemed abandoned and the Student(s) will be charged for removal of such property.

- B. The Student shall not damage the room or any furnishings located therein. The Student shall not remove common area furniture from designated spaces. If any damage or furniture removal occurs, the Student will be billed for any and all repair or replacement costs.
  - C. The Student shall not: 1) make any material alterations in the room; 2) damage any part of such room; 3) take any actions that would constitute a fire or health hazard; and 4) permit the accumulation of waste and/or refuse within the room. Violation of these terms and conditions by the Student may be considered sufficient reason for disciplinary action, including, but not limited to, dismissal from the University Residence Halls and possibly, from the University.
  - D. The University maintains life safety equipment within each building it owns. This equipment includes sprinkler systems, hardwired smoke and heat detectors, fire alarm wiring, indicators and pull stations, and fire extinguishers. The Student may not alter or tamper with any life safety equipment.
  - E. Self-installed lofts, bed risers and cinderblocks are not permitted in the University Residence Halls due to safety reasons. The Student may rent a loft only from a University-approved vendor. The University hereby disclaims any liability or responsibility for the safety or stability of a self-installed loft or the consequences of having a loft in the Student's room.
  - F. The University will assign each Student a mailbox key and access card. The University will assess a replacement charge for mailbox keys and/or access cards that are not returned. The cost for key replacement is stated when the Student checks into his or her assigned room. Such charges may be assessed at any time during the Student's occupancy. Mailbox keys may not be copied or duplicated.
  - G. When leaving the University Residence Halls at the end of the year or when terminating housing during the year, the Student agrees to follow official check-out procedures with the University HRL staff, and return any issued key(s) AT THE TIME OF CHECK-OUT. When a student leaves the University Residence Hall during the year, the Student must notify HRL in writing of such intent by submitting the cancellation form at least forty eight (48) hours prior to leaving. The Student also agrees to leave the room in "move-in condition" at the time of CHECK-OUT; and if upon inspection by the University HRL staff at or about time of CHECK-OUT, it is determined that the vacated room is not in reasonable "move-in condition," the Student agrees to pay the University a cleaning service charge and/or repair costs associated with any damage to the room and/or furnishings. In addition, the Student may be billed a \$50 administrative fee for not following checkout procedures as instructed. When applicable, a credit of housing charges will be calculated from the date of official checkout.
  - H. Window postings must comply with University policies and health, fire, and life safety codes.
8. MAINTENANCE OF SPACE, ACCESS AND UTILITIES
- A. The University or a designee shall provide for general maintenance and upkeep of the University Residence Hall, including the common areas at scheduled times. During the semesters and vacation , routine maintenance and cleaning will be done on schedules developed by the University. The Student shall inform the University staff of any special maintenance or repairs required. A maintenance or repair request operates as a waiver of any entry notice requirement to the Student. Entry for purpose of making requested repairs or alterations shall be at reasonable times. Facilities Management, HRL, or a designee will take care of such items as quickly as possible.
  - B. To ensure that the assigned room is being cared for properly, the University staff shall have the right, after reasonable notice to Student, to enter and/or inspect the room from time to time. Entry for purposes of inspection, except in case of an emergency, shall be made at reasonable times regardless of whether the Student or other occupants are present. Any "prohibited items," as identified in the Residence Hall Regulations of the American University Student Code of Conduct (available online at <http://www.american.edu/ocl/sccrs/upload/AU-Student-Conduct-Code.pdf>), found during inspections will be confiscated immediately and disposed of. By entering into this License Agreement, the Student acknowledges and agrees to the confiscation and disposal of prohibited items without compensation. It is the responsibility of the Student to comply with all health and safety regulations. The health and

safety inspections are not intended to be a substitute for such responsibility. Judicial action may result from severe or repeated health and safety violations.

- C. Authorized University staff shall have the right to access a Student room without prior notice to the Student, in cases of emergency, personal injury, safety, health, or casualty damage. In addition, authorized staff members of HRL may access the Student's room and search with or without permission, when there is reason to believe that a violation of law or university regulations has occurred.
- D. The University maintains limited common cooking facilities within the University Residence Halls (provided, however, that the Student maintains sanitary conditions), and laundry facilities for Student use. The 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 the University's agents. The 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 the University's control.
- E. The Student shall save and hold harmless, indemnify and defend the University and its trustees, agents, employees, and contractors from and against any liability to Student or his or her invitees and guests, resulting from property damage or personal injuries sustained in the University Residence Halls, except where such property damage suffered or personal injuries to the 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 at all times.
- B. The Student shall abide by the Student Conduct Code, and Residence Hall Regulations, and all other policies and regulations adopted and published by governing bodies recognized by the University within the residence halls; and those regulations set forth in the University's official websites, brochures and notices, including but not limited to the University's regulations concerning residence hall alcohol, smoking and illegal drugs, guest and hall entry procedures, all of which are made a part of and specifically incorporated into this License Agreement. University policies are available at the following website: <http://www.american.edu/policies/>
- C. The Student shall not violate any rules governing the University Residence Halls, or use the Student room for any disorderly purpose, or in such a manner as to interfere with the rights of other students in their academic pursuits. Violations of published University policies and regulations or the rules governing the University Residence Halls, as set forth in the provisions of this License Agreement, may subject the Student to disciplinary action, except as provided for in Section 11.C.
- D. In accordance with the laws of the District of Columbia, which prohibit smoking in enclosed public areas, and to ensure the health and safety of residents, smoking is prohibited in all residence hall rooms, apartments, common areas and private residential spaces.
- E. In the District of Columbia, the possession and/or use of alcohol by persons under the age of twenty-one (21) is prohibited. Resident students, who are twenty one (21) years of age or older and living in a housing unit (defined as a room, suite, or apartment) where all other assigned students are twenty one (21) years of age or older may possess, consume, and distribute alcohol (to other individuals who are also twenty one (21) years of age or older) within their living unit. A resident student is accountable for what occurs in the room(s) and/or unit(s) and is therefore expected to comply with District laws and university policies in the possession, consumption, and distribution of alcohol.
- F. Additional items related to the possession and/or consumption of alcohol in the University Residence Halls:
  - 1. Persons under the age of twenty-one (21) are prohibited from possessing and/or consuming alcohol;
  - 2. Alcohol is prohibited in housing rooms and/or units where at least one resident student of that unit is not twenty-one (21) years of age or older;

3. Alcohol is prohibited in residence hall common areas such as lounges, outdoor areas, hallways, and bathrooms;
4. Alcohol must be transported to living units in closed, original containers by individuals who are twenty-one (21) years of age or older.
5. Alcoholic beverages may not be delivered to the University Residence Halls by mail/package or by commercial businesses or suppliers.
6. Quantities of alcoholic beverages permitted to be brought into or stored in any University Residential Facility by any resident twenty-one (21) years of age or older are limited to reasonable amounts for the number of students assigned to the living unit. Residents are prohibited from possessing, furnishing, consuming, or serving from a large volume or common sources of alcohol, including but not limited to kegs, beer balls, and punch bowls;
7. Drinking games, activities, and equipment/paraphernalia that involve rapid consumption of alcohol are prohibited, including but not limited to those that use devices such as funnels, shot glasses, beer pong tables, etc. Organizing and/or participating in activities that encourage excessive drinking (e.g. beer pong, drinking games or contests, etc.) is prohibited;
8. The consumption of alcohol in University Residence Halls, by individuals that are twenty one (21) years of age or older, is permitted pursuant to the Pilot Residence Hall Alcohol Policy, established in 2016. The Pilot Residence Hall Alcohol Policy is subject to termination at any time and may be terminated during the Term of this License Agreement.

G. In accordance with University policy, the use, possession or storage of any firearms, explosives or other weapons, is expressly prohibited on the American University campus, grounds, facilities, University-leased or controlled property, at University-sponsored events, while conducting University business anywhere, or in any vehicle owned, leased or controlled by the University. More information on the policy is available at <https://www.american.edu/policies/upload/Firearms-Weapons-and-Explosives-Policy.pdf>.

## 10. HOUSING CANCELLATION

- A. Cancellation is defined as the termination of this License Agreement prior to the occupancy of the assigned residence hall room.
- B. Any student who wishes to cancel the Housing Assignment or this License Agreement must do so by completing the appropriate Housing & Residence Life cancellation form, found within the AU Housing Portal or by written notice to the HRL email account: [housing@american.edu](mailto:housing@american.edu). The Student acknowledges and agrees that notification to other departments within the University does not constitute notification of a housing cancellation.
- C. A new First-Year or Transfer student who applies for and receives a housing assignment to begin in the Fall or Spring semester and subsequently cancels the housing assignment prior to occupancy will incur a \$200 cancellation fee on his or her student account.
- D. A current or returning student (not new to the university for the fall semester) who applies for and receives a housing assignment for the 2019-2020 academic year, and subsequently cancels after April 30<sup>th</sup> (this date inclusive) will incur the following cancellation fees:
  - a. On or before April 29<sup>th</sup>: no fee.
  - b. Between April 30<sup>th</sup> and June 3<sup>rd</sup> (both days inclusive): \$1,000
  - c. Between June 4<sup>th</sup> and July 1<sup>st</sup> (both days inclusive): \$1,500
  - d. Between July 2<sup>nd</sup> and July 29<sup>th</sup> (both days inclusive): \$2,000
  - e. After July 30<sup>th</sup>: \$2,500.
- E. A current or returning student (not new to the university for the Spring semester, and not already living in on-campus housing during Fall 2019) who applies for and receives a housing assignment for the Spring 2020 semester, and subsequently cancels after December 1<sup>st</sup> will incur the following cancellation fees:
  - a. On or before December 1<sup>st</sup>: no fee.

- b. Between December 2<sup>nd</sup> December 15<sup>th</sup> (both days inclusive): \$1,000
  - c. Between December 16<sup>th</sup> and January 31<sup>st</sup> (both days inclusive): \$1,500
  - d. After January 1<sup>st</sup>: \$2,500
- F. A student who occupies a room and then moves out prior to the semester ending, for reasons not considered in the approved list (leaves of absences, withdrawal, study abroad, etc), does not qualify for a refund of any housing charges.
  - G. Students who receive a housing assignment offer after the “no fee” cancellation dates will have five (5) business days to decline the offer in writing. After five (5) business days, the cancellation fee schedule described above will apply.
  - H. Students who plan to cancel enrollment at the University (separate or transfer), students participating in University-approved semester-abroad or international co-op programs, or students with a University-approved leave of absence must notify HRL immediately of their intention to cancel his or her housing assignment. If such notification is received prior to occupancy, a student cancelling for the specified reasons will receive a full cancellation of housing.
  - I. Exceptions to this policy may be granted in the case of academic or disciplinary dismissal or suspension during a semester. Other exceptions to this policy will be made on a case-by-case basis, as determined by the Assistant Vice President or their designee.

## 11. TERMINATION

This license agreement may be terminated in the following manner:

- A. Should the student at any time cease to be enrolled at the university, this License Agreement may be terminated without notice. In limited circumstances, and only after approval of a prior written request, the Assistant Vice President or a designee may permit a part-time student to reside in a University Residence Hall.
- B. If the student violates any of the terms and conditions of this Agreement, in particular, those set forth in Sections 9 and 16, the Student may be given written notice by the University that the License Agreement has been terminated and the Student may be required to vacate the University Residence Hall pending a determination by disciplinary hearing. Upon disciplinary hearing determination, as implemented in writing by the dean of students or a designee, this License Agreement may be terminated.
- C. If the student exhibits behavior or mode of living by which, in the judgment of the Assistant Vice President, Dean of Students, or Vice President of Campus Life (or a 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 Hall, then this License Agreement may be unilaterally terminated by the University upon due notice (as defined by the Assistant Vice President) to the Student. The University may assess the Student a cancellation charge.
- D. If the License Agreement is terminated, as provided in A, B, or C above, the student must vacate the room on the effective date of termination. Upon the student’s failure to take all summary action to vacate, the university shall be entitled to immediate possession of the room and to take all summary action to secure possession without any other or further notice of any kind to the student. The university may then, without notice to the student, enter, take possession of, and reassign the room. The university is further authorized to remove and store the student’s belongings without any liability for damage or loss. In that event, the university will assess appropriate charges for storage of belongings for four weeks, after which the university may dispose of the Student’s belongings, without any obligation to make payment of any kind to the Student resulting from such disposition, damage, or loss.
- E. Exceptions to this policy may be granted in the case of academic or disciplinary suspension or dismissal during a semester, in which event the University may a prorate any charges regarding the cancellation of housing. Other exceptions to this policy will be made on a case-by-case basis, as determined by the Assistant Vice President or a designee.

- G. A student who occupies a room and then moves out prior to the semester ending, for reasons not considered in the approved list (leaves of absences, withdrawal, study abroad, etc) does not qualify for refunds of their semester's housing charges.
- H. Students may submit an appeal of a housing cancellation or termination charge in accordance with the procedures outlined in the Housing & Residence Life website. Appeals will be reviewed by a committee. Students should not sign off-campus property leases until an on-campus housing termination appeal decision has been made.
- I. If the Student fails to vacate the room upon termination of the License Agreement, the Student 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 a housing assignment at a later time.
- J. The Student acknowledges and agrees that no month-to-month occupancy can occur after the termination date of the License Agreement.
- K. The University encourages Students to enroll in the tuition insurance plan to minimize any financial losses resulting from a withdrawal from the university before completion of the semester.

## 12. CELL PHONE

The Student will provide his or her cell phone number to the University upon enrollment and shall be required to maintain a current cell phone number with the University through the my.american.edu portal.

## 13. EMERGENCY CONTACT

In accordance with the 2008 Higher Education Opportunity Act, the Student must provide the name, relationship, and phone number for an emergency contact upon submission of the housing application and/or at the time of move-in. If the Student is under the age of 18 at the time of move-in, the name and relationship provided must be that of a parent or legal guardian.

## 14. 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. The University may not undertake any Student Housing Assignment until the Student's requisite immunization form is on file with the University Student Health Center.
- B. All students residing in the University Residence Halls must be immunized against Meningitis or sign a waiver stating they have read and understand the risk of the disease and do not wish to be immunized. Students who wish to be exempt because of religious or medical reasons must submit a letter from clergy or a medical provider that details the need for an exemption. Additional information, forms and instructions can be found at [www.american.edu/healthcenter](http://www.american.edu/healthcenter).
- C. All resident students are required to provide proof of health insurance coverage. Students are automatically billed and enrolled in the AU Student Health Insurance Plan unless they complete an on-line waiver indicating proof of coverage. Instructions for the waiver can be found at [www.american.edu/healthcenter](http://www.american.edu/healthcenter).

## 15. DINING SERVICES: MEAL PLAN ENROLLMENT/CANCELLATION BASED ON HOUSING PLACEMENT

- A. All first and second-year resident Students are required to enroll in a meal plan. If a resident student in their first or second-year does not select a meal plan, the University will assign the Student a minimum meal plan.

- B. First and second year resident students may cancel a meal plan only if they officially cancel or terminate their university on-campus housing. All other students (residential or non-residential) may request to change or cancel their dining plan from the time of enrollment through the deadline.
- C. All meal plan questions should be directed to the AU One Card & Dining Office, [mealplans@american.edu](mailto:mealplans@american.edu), 202-885-2273.

#### 16. DINING SERVICES: DETAILS, MEAL PLAN CHANGES & CANCELLATIONS

- A. Requests for release from any minimum meal plan requirement based on religious or medical considerations must be submitted to the AU One Card & Dining Office, [mealplans@american.edu](mailto:mealplans@american.edu), 202-885-2273. The University will make reasonable attempts to accommodate religious and medical dietary needs. Students requesting a waiver of meal plan requirements on medical dietary grounds must submit appropriate documentation with the AU Academic Support and Access Center.
- B. For the Fall term, meal plans begin with dinner on the first day of Move-In and terminate with lunch on the last day of the final exam period for undergraduate students. For the Spring term, meal plans begin with dinner on the Sunday before classes and terminate with lunch on the last day of the final exam period for undergraduate students.
- C. Meal swipe credits are non-transferable to any other individual or account.
- D. Fall unused meal swipes do not roll over to the spring semester. Any meal swipes not used will be forfeited. All meal swipes will expire with lunch on the last day of the final exam period for undergraduate students and will not carry over from one academic year to the next. Dining Dollars will not carry over from one academic year to the next and will end on the last day of spring exams. Eaglebucks balances will carry forward throughout a student's tenure at the University. Students with a minimal meal plan will 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 a fall dining plan during the designated change periods.
- E. After the end of the change/cancellation period, students may cancel their dining plans only upon an official withdrawal or leave of absence from the University. Any change or cancellation is automatically applied to the spring semester.
- F. If an eligible student cancels the dining plan during the meal plan change/cancellation period, the Student will be charged only for the value of meal swipes, EagleBucks, and Dining Dollars that were utilized prior to removal.
- G. Students will not be eligible for a refund after the change/cancellation period, including students who withdraw or take a leave of absence from the University.

#### 17. STORED VALUE- EAGLEBUCKS AND DINING DOLLARS

- A. A Stored Value account is a declining balance campus cash account associated with the AU One Card (hereinafter "Card"). Cards are issued by the University to all University students, faculty and staff. Cards and the EagleBucks/Dining Dollars (hereinafter "EB/DD") program are subject to all applicable University rules and regulations. Improper use of cards and/or the EagleBucks/Dining Dollars program may result in judicial action by Student Conduct and Conflict Resolution, HRL, and/or AU Public Safety.
- B. Each Card provides access to two Stored Value accounts: EagleBucks and Dining Dollars. Any Person that has a Card ("Person" or "Cardholder") or uses the EB/DD program for deposits or charges agrees to the terms and conditions of the EB/DD program.
- C. Only the Person pictured and named on the card is authorized to use the Card. EB/DD are non-transferable between user accounts. A Card must be presented at the time of an EB/DD purchase to verify the identity of the Card Holder. EB/DD vendors may require additional identification at point of sale to verify identity and may refuse the sale of goods or service if additional identification cannot be provided. Only the most recently printed AU ID and issue code is valid for use with EB/DD.

- D. One Card & Dining Services reserves the right to change the account terms and conditions at any time. Changes will apply to all Cards in circulation. The most current terms and conditions for stored value accounts are located at [www.eaglebucks.com](http://www.eaglebucks.com)
- E. EB/DD accounts are non-interest bearing.
- F. No cash withdrawals are permitted.

#### 18. STORED VALUE- SEPARATION AND INACTIVE ACCOUNTS

- A. Cardholders separating from the University may request a refund of remaining balances in writing to One Card & Dining Services. Cardholder balances will be returned either to the University student account or via check or direct deposit.
- B. If a Cardholder does not utilize the EB/DD account for a continuous period of twelve (12) months (no purchases made and/or no money added to the account) and Cardholder has not otherwise communicated in writing to One Card & Dining Services concerning the account, then the University will charge a dormant account fee of \$5 per month thereafter, as long as the account remains open and inactive.
- C. If no activity has occurred on the Card and the Cardholder has not otherwise communicated in writing to HRL concerning the account for a continuous period of more than thirty-six (36) months, under District of Columbia (hereinafter "D.C.") law, the EB/DD will be deemed abandoned property. All abandoned property will be forwarded to the District of Columbia government. If the University has delivered the remaining balance to the District of Columbia government, the Cardholder must contact the District of Columbia government directly. Internet search engines are available to assist you. (For example, <http://www.unclaimed.org>).

#### 19. STORED VALUE- FRAUD PREVENTION

- A. It is the Cardholder's responsibility to notify AU Police Department and/or the University One Card & Dining Services Office (hereinafter "OCDS") at once if a Card has been lost or stolen, including reporting any suspicious transactions or transactions not made by the Cardholder. EagleBucks.com has an option to activate or deactivate the use of EB/DD available at the following web site: [www.eaglebucks.com](http://www.eaglebucks.com). g AU Public Safety can be reached at (202) 885-2527 (non-emergency) and can deactivate the One Card in real time. Students may also send an email to [icards@american.edu](mailto:icards@american.edu) to report a lost or stolen card, however deactivation may not occur until the next business day. The One Card can only be reactivated via email from the University provided e-mail account or by personally visiting the OCDS.
- B. If a Cardholder suspects he/she has been mischarged for a transaction, in the Cardholder may submit a report writing via email to [eaglebucks@american.edu](mailto:eaglebucks@american.edu) with the Cardholder's full name, university ID number, a description of the transaction in question (date, time, location, and dollar amount), and explanation of the error. OCDS will investigate the report and inform the Cardholder of the result within ten (10) business days. If the error is substantiated, OCDS will promptly correct the error . OCDS may take up to forty-five (45) calendar days to complete the investigation. If the investigation proves there was no error, OCDS will send the Cardholder a written explanation within three (3) business days after completion of the investigation.

#### 20. GOVERNING LAW

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

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

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

*Printed Name:* \_\_\_\_\_ *AUID Number:* \_\_\_\_\_