

**American University
Housing & Residence Life (HRL) License Agreement
Academic Year 2020-2021**

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’s 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 arrange to 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 any interest 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 2020-2021 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, by providing notification to all current Licensees to their AU e-mail addresses.

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, the University and HRL websites are hereby incorporated into this License Agreement and are binding on all parties to this License Agreement. It is the Licensee’s responsibility to become familiar with all provisions of this License Agreement and the University’s related policies located in <https://www.american.edu/ocl/student-policies.cfm> and <https://www.american.edu/policies/>

The Student signing a License Agreement or application electronically shall be held responsible to all 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 the Student. Applications submitted electronically with a subsequent housing assignment off 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 License Agreement. Electronic submission of the application information does not guarantee 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.

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, familial responsibilities, political affiliation, source of income, matriculation, veteran status, an individual’s genetic information or any other bases under federal or local law (“Protected Basis”).

All resident Students are subject to policies and procedures established by the University. The University guarantees housing for all First Year, Second Year and Transfer students who meet the publicized 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.

In limited circumstances, related only to a change in student status from full- to part-time, and only after approval of a prior written request, the Director of Housing or his/her designee may permit a part-time student to reside in a University Residence Hall.

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 fall and spring semesters. Exceptions will be made for University-approved Study Abroad Program, International Co-op Programs, and University-approved 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 the University's posted policies.

4. DATES OF OCCUPANCY

Occupancy means the Student's acceptance of assigned accommodations by officially checking into the University Residence Hall, as defined herein, following a prescribed process and accepting/obtaining an ID card access to occupy a specifically assigned room, whether the Student moves in or not, for the term of the academic year or semester.

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

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

- A. Fall semester opening for new students will be on Tuesday, August 18th or Wednesday, August 19th ; and Thursday, August 20, 2020 for returning students. Specific move-in times will be provided to students via e-mail and the AU website.
- B. Fall semester closing is Sunday, December 13, 2020. Seniors participating in December 2020 graduation ceremonies may check-out by noon on Monday, December 14, 2020.
- C. 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 given written permission by HRL to move in before the 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 housing assignment pending the availability of their Fall 2020 housing assignment.
- D. Spring Semester opening for all students will be Sunday, January 3, 2021 at 3 pm. The Student may return to campus (or move-into a new assignment) between Sunday, January 3, 2021, at 3 pm and Monday, January 10, 2021. Spring semester closing is Wednesday, May 5, 2021. Only students receiving degrees at the spring commencement exercises will be permitted to remain in the University Residence Halls until noon of the day following the spring commencement exercises. Students who have received a summer 2021 housing assignment will be permitted to remain in the University Residence Hall until the spring to summer housing transition day.
- E. 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 given written permission 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 relocated to a temporary housing assignment until final checkout.
- F. All assignments are exclusive of fall and spring vacation periods, the period between semesters, and/or periods when the University is officially closed.

5. PAYMENTS

- A. The Student understands and agrees that the License Agreement is for space in the University Residence Halls and not for a specific room or building. In consideration of the room assignment, the Student agrees to pay the University the appropriate charge for the specific room type. Due to the nature of residential buildings, the University acknowledges that there may be variations on the overall size and shape between like units occupying the same number of students. No additional charge or credit will be assessed to the Student's account to accommodate for any size variations. Charges for student housing will appear on the student account.
- B. Academic year (AY) 2020-2021 charges begin and end in accordance with 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 the early arrival/late departure requests.
- C. Newly admitted students agree to pay a \$200 **non-refundable** residential housing deposit ("Housing Deposit") upon entering into this License Agreement. The Housing Deposit must be paid on or before 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. Failure to pay for housing charges does not constitute cancellation of this License Agreement by the Student.
- E. If the space is assigned to more than one student, each shall be responsible for their own payments; but all shall be jointly and severally responsible for any damages beyond reasonable wear and tear, should cost of repairs need to be assessed.

6. GENERAL TERMS AND CONDITIONS

- A. This License Agreement is in effect until terminated by the University, submission of the cancellation form and check-out by the Student.
- B. The Student will use the premises for residential and educational purposes in accordance with this License Agreement and its general policies. The Student will not house any guest(s) in a University Residence Hall lounge or other building public space. The student room(s) shall be used exclusively as residence hall lodging for study and living purposes and shall not be used as a salesroom, office, storage area, service area, or for any commercial purposes. Soliciting, selling, or promoting any goods or services in the University Residence Halls is prohibited.
- C. It is the responsibility of the Licensee to document damages within 24 hours of occupancy on the Room Inventory Form (RIF). Upon occupancy, the Licensee shall be responsible for reasonable care of the room and the furniture contained therein and shall report any damages to the room and/or furniture as soon as possible.
- D. Only the Student bound by the terms of the License Agreement may occupy the space assigned by the University. No assignment of rights or sublicensing shall be permitted under this License Agreement to a third party.
- E. The provisions of this Section 6 shall not prevent the University, however, from reassigning, re-licensing, or taking any other action permitted upon termination of this License Agreement under the provisions of Section 10 and 11.
- F. Room assignments may be changed only upon written authorization from HRL. Prior to any change in room assignment, HRL requires that all students in University Residence Halls try to resolve any conflicts that may arise, including but not limited to meeting with building staff, and engaging in a discussion or mediation with their roommate. Under normal conditions, 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 any Protected Bases.

- G. The University reserves all rights concerning any room assignment, reassignment and/or adjustment in accommodations it may consider necessary. The University reserves the right to consolidate student space as the University sees fit (consolidation refers to reassigning students without roommates together to create more space). The University further reserves the right to make room changes during the year as deemed necessary by the Director of Housing or his or her designee. The Student's occupancy in the University Residence Halls may require room sharing with one or more fellow students. The University reserves the right to assign students to temporary space, when necessary. Students so assigned will be reassigned to permanent space, as it becomes available. If a vacancy occurs in the room the Student is assigned to, the Student must maintain the open space so that it is ready for a new occupant at any time. All students must provide a welcoming environment for their roommate(s) in the room and any newly assigned occupant.
- H. Failure to occupy an assigned space 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 such request is granted in writing by HRL. Students who fail to occupy the room assignment by the first day of classes may be subject to housing cancellation fees.
- I. The University does not ensure the personal property of any student. The University shall have no responsibility for any theft, damage, destruction, loss, etc., of any personal property including, not limited to, money, valuables, equipment or any personal property whatsoever belonging to or in the custody of the Student, whether caused by an intentional or negligent act, failure to act, natural causes, fire or other casualty. The University shall have no liability for the failure or interruption of utilities or from conditions resulting from failure or interruption of the same. The University encourages each student to obtain personal property insurance or have their parent's/guardian's insurance policy extended to include their personal property in the University Residence Hall.
- J. All Students are required to update their personal contact and emergency contact information in the University's central database.
- K. The Student is required to check-in at the front desk at the start of every semester to confirm their occupancy of their assigned residence hall space.
- L. The University may take photographs and video of Students during events held throughout the year in the University Residence Halls, which it may be utilized in University marketing and communication materials. In the event a Student objects to taking a photograph or participating in video filmed at the University Residence Hall, the Student shall immediately notify the event coordinator prior to the event.

7. ROOM CONDITION

- A. The University agrees to provide, and the Licensee agrees to maintain, the assigned room and all public areas in and around the immediate building(s) accessible to the Licensee in a clean, safe and sanitary condition. Upon termination of this License Agreement, the Licensee should leave the assigned room, its furnishings, and its equipment in as good an order and condition as the same were upon commencement of the Licensee's occupancy, reasonable wear and tear excepted. University housing staff members will conduct an inventory of furnishings and assess of room damages, if any, to the responsible individual(s). Any personal property left in a room following the expiration or termination of the License Agreement shall be deemed abandoned and shall be immediately disposed. The Student may also be charged for the removal of such abandoned property.
- B. The Student shall make no alterations in the space, shall not damage nor permit damage to any part of the space,; shall not do 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 the Student may be the basis for disciplinary action, including, but not limited to, dismissal from the University Residence Halls and possibly, the University.
- C. There will be 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 their assigned space. Mailbox keys provided through HRL may not be duplicated.

- D. When leaving the University Residence Halls at the end of the year or when terminating housing during the school year, the Student shall follow the prescribed check-out procedures. A student leaving the University Residence Hall during the year must notify HRL by submitting a housing cancellation form at least 48 hours prior to leaving. HRL may assess a \$50 penalty to the Student's account for failing to follow the prescribed checkout procedures.

8. MAINTENANCE OF SPACE, ACCESS AND UTILITIES

- A. The University shall provide for general maintenance and upkeep of the space, including the cleaning of common areas at scheduled times. During the semesters and at vacation times, routine maintenance and cleaning will be done on schedules developed by the University. The Student shall inform University staff of any special maintenance or repairs required. Submission of a maintenance or repair request waives the notice required for entry into the space. General maintenance and repair work shall be performed at reasonable times. Facilities Management or HRL will perform maintenance and repairs as quickly as possible.
- B. To ensure proper upkeep of the space by students, the University shall have the right, after first having given reasonable notice, to enter and/or inspect the space from time to time. Inspections shall be performed at reasonable times, whether or not students are present, except in case of an emergency. Any prohibited items found during inspections will be immediately confiscated and disposed of, without compensation. Each Student shall comply with all health and safety regulations. The health and safety inspections are not intended to be a substitute for Student compliance.
- C. University staff may access the space and conduct an administrative search, with or without s Student's 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 the Student's use. The University shall also provide the University Residence Halls electricity, heat during cold seasons, cooling during warm seasons, hot and cold water, and shared sanitary facilities. The University shall have no liability for failure to provide these services, if and when such failure may be due to accidents, riots, strikes, shortages, or any other conditions beyond the University's control.
- E. The Student shall save and hold harmless, indemnify and defend the University, its trustees, employees, and agents from and against any liability to the Student or any invitees and guests for any property damage or personal injury occurring in the University Residence Halls, except where such property damage or personal injury is the result of a negligent act of the University.
- F. The University shall be responsible for the maintenance of life safety equipment. Such equipment shall include all sprinkler systems, hardwired smoke detectors and heat detectors, fire alarms, indicators and pull stations, and fire extinguishers. Altering or tampering with any life safety equipment in the University Residence Halls is strictly prohibited and may result in disciplinary action against a student, up to and including termination from housing.

9. UNIVERSITY REGULATIONS

- A. The Student shall conform and comply with all laws and regulations of the District of Columbia and the United States of America.
- B. The Student shall abide by the Student Conduct Code, Residence Hall Regulations and any other regulations adopted and published by any governing bodies recognized by the University within the University Residence Halls; and University regulations governing the use of alcohol, smoking and illegal drugs, guest and hall entry procedures and unauthorized animals; all of which are made a part hereof and specifically incorporated into this License Agreement. University policies are available at the website: <http://www.american.edu/policies/>
- C. Related to the possession and/or consumption of alcohol in the University Residence Halls:

1. Alcohol is only allowed in housing rooms and/or units where all residents of that unit are 21 years of age or older;
2. Alcohol is prohibited in University Residence Hall common areas such as lounges, outdoor areas, hallways, and bathrooms;
3. Alcoholic beverages may not be delivered to University Residence Halls by mail or personal delivery by commercial businesses or suppliers.
4. Quantities of alcoholic beverages permitted to be brought into or stored in any University Residence Hall 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.

10. HOUSING CANCELLATION

- A. Cancellation is defined as the termination of a student's housing application or assignment.
- B. Any student who wishes to cancel their housing application or assignment must do so by submission of the appropriate Housing & Residence Life cancellation form. 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 housing and receives an assignment for the fall or spring semester and cancels the housing assignment prior to occupancy will be responsible for the nonrefundable \$200 housing deposit.
- 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 2020-2021 academic year, and later cancels will be responsible for the following cancellation fees:
 - a. Before selecting or confirming a room selection: no fee.
 - b. After selecting or confirming a room selection and April 16, 2020: (both days inclusive): \$1,000
 - c. Between April 17, 2020 and June 4, 2020 (both days inclusive): \$1,500
 - d. Between June 5, 2020 and July 30, 2020 (both days inclusive): \$2,000
 - e. After July 31, 2020: \$2,500.
- E. Upon check-in for the fall housing assignment, the Student shall be responsible for the full cost of housing charges for the remainder of the school year (Fall and Spring semesters) unless they qualify for one of the approved cancellations criteria.
- F. A current or returning student (not new to the University for the spring semester, and not already living in on-campus housing during the Fall 2020 semester) who applies and receives a housing assignment for Spring 2021, and cancels after December 1st will be responsible for the following cancellation fees:
 - a. On or before December 1st: no fee.
 - b. Between December 2nd December 15th (both days inclusive): \$1,000
 - c. Between December 16th and December 31st (both days inclusive): \$1,500
 - d. After January 1st: \$2,500
- 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), shall be responsible for the full cost of housing charges for the remainder of the academic year through the Spring 2021 semester.
- H. A student who receives a Spring 2021 housing assignment after December 1, 2020, will have 5 business days to submit a cancellation form. After 5 business days, the cancellation fee schedule described above will apply.
- I. Students who graduate at the end of Fall semester, or are planning to separate or transfer from the University, students participating in University-approved semester-abroad or international co-op programs, or students with a University-approved leave of absence must immediately notify HRL and submit a housing cancellation form. If the housing cancellation form is received by HRL prior to occupancy, the student will not be subject to the housing cancellation fee. After occupancy, the Student will be subject to a pro-rata charge for each day of occupancy until check-out.

- J. Exceptions to this policy may be granted in cases of academic or disciplinary suspension or dismissal during a semester and on a case-by-case basis, as determined by the Director of Housing or his or her designee.

11. TERMINATION

This License Agreement may be terminated for the following:

- A. A student ceases to be enrolled at the University.
- B. A student violates any of the terms and conditions of this License Agreement and such housing has been terminated pursuant to a disciplinary hearing.
- C. A student exhibits certain behaviors or mode of living that the University determines would be in the best interest of the student, other residents, or the University community for the student to leave the University Residence Hall. Such determination by the University will result in an a pro-rata charge for housing.
- D. In the event the License Agreement is terminated in accordance with Sections 11(A), (B), or (C) above, the student shall vacate the space on or before the effective date of termination (“Termination Date”). After the Termination Date, the University shall be entitled to immediate possession of the space and may take any action necessary to secure possession, without any further notice of any kind to the student. Any personal property left in the space by a student shall be considered abandoned property and the University may either dispose of or store the student’s personal property, without any liability for any damages or loss. The student may be liable for storage fees.
- E. Students who are planning to separate or transfer from the University, students participating in University-approved semester-abroad or international co-op programs, or students with a University-approved leave of absence must immediately notify HRL and submit a housing cancellation form. If the housing cancellation form is received by HRL prior to occupancy, the student will not be subject to the housing cancellation fee. After occupancy, the Student will be subject to a pro-rata charge for each day of occupancy until check-out.
- F. Exceptions to this policy may be granted in cases of academic or disciplinary suspension or dismissal during a semester and on a case-by-case basis, as determined by the Director of Housing or his or her designee.
- G. Students may submit an appeal of their housing cancellation or termination charges according to the procedures outlined in the HRL website. Appeals will be reviewed by a committee at the appropriate time. Students are encouraged to wait until an on-campus housing termination appeal has been granted before executing an off-campus lease.
- I. Unless otherwise provided, the University may terminate the License Agreement by providing notice to the student by either electronic mail or hand delivery to the Student.
- J. If the Student fails to vacate the assigned space upon termination of the License Agreement, the Licensee will be deemed a trespasser and subject to all available remedies, including but not limited to student disciplinary charges. A student whose License Agreement has been terminated may be refused assignment of housing space at a later date.
- K. The Student and the University agree that no month-to-month occupancy can occur after the termination date of the License Agreement.
- L. Students are advised to enroll in the tuition insurance plan to minimize financial losses should the Student suffer serious illness or accident and have to withdraw from the university before completion of the semester.

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

- A. All first and second-year Students are required to enroll in a meal plan. If a first or second-year Student does not self-select a meal plan, the Student understands and agrees to be assigned the minimum plan required.
- B. First and second-year Students may cancel a meal plan only upon official cancellation or termination of on-campus housing. All other students (residential or non-residential) may request to change or cancel a dining plan from the time of enrollment through the deadline.

13. DINING SERVICES: DETAILS, MEAL PLAN CHANGES & CANCELLATIONS

- A. Requests for release from any minimum requirement based on religious or dietary considerations must be submitted to the AU One Card & Dining Office. The University will make reasonable attempts to accommodate religious considerations and medical dietary needs. If these accommodations cannot be met by the University, then the request for release will be considered. 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 Welcome Week 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. Eaglebucks balances will carry forward throughout a student's tenure at the University. Students with a minimal meal plan requirement 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 dining plan during the designated change periods.
- E. After the end of the change/cancellation period, students may cancel a dining plan only upon official withdrawal or leave of absence from the University. If a student requests and is approved for a change or cancellation of a meal plan for the Fall semester, that change, or cancellation is automatically applied to the Spring semester.
- F. If an eligible student cancels a dining plan during the 10 business day meal plan change/cancellation period, the student will be charged only for the value of meal swipes and EagleBucks that were used 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.

14. STORED VALUE- EAGLEBUCKS AND DINING DOLLARS

- A. A Stored Value account is a declining balance campus cash account associated with your AU One Card (hereinafter "Card"). Cards are issued by the University for all University students, faculty and staff. Cards and the EagleBucks (hereinafter "EB") program are subject to all applicable University rules and regulations. Improper use of cards and/or of the EagleBucks program may result in judicial action by Student Conduct and Conflict Resolution, HRL, and/or AU Public Safety.
- B. Each Card can provide access to: EagleBucks. Student Cards will be given access to EagleBucks (The Student is also referred to as "Person" and "Card Holder" in Section 17 and Section 18). Any Person that has a Card produced for them or uses the EB program for deposits or charges, agrees to the terms and conditions of the EB program.
- C. Only the Person pictured and named on the card is authorized to use the Card. EB are non-transferrable between users' accounts. A Card must be presented at the time of an EB purchase to verify the identity

of the Card Holder. EB vendors may require additional identification at point of purchase to verify identity and may refuse 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.

- 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
- E. EB accounts are non-interest bearing.
- F. Cash withdrawals of any kind from an active EB account are not permitted.

15. STORED VALUE- SEPARATION AND INACTIVE ACCOUNTS

- A. Card Holders separating from the University may request a refund of remaining balances in writing to One Card & Dining Services. Student balances will be returned to the University's student account and other card holders will be issued a refund via check or direct deposit.
- B. If a Card Holder does not utilize their EB account for a continuous period of twelve (12) months (no purchases have been made and/or no money has been added to the account and Card Holder has not otherwise communicated in writing to One Card & Dining Services concerning the account) then the University will assess the account 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 Card Holder 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 will be deemed abandoned property that the University must deliver to the D.C. Government. If the University has delivered the remaining balance to the D.C. government, a Card Holder must seek the funds from the D.C. government directly. Internet search engines are available to assist you. (For example, <http://www.unclaimed.org>).

16. STORED VALUE- FRAUD PREVENTION

- A. It is the Card Holder'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 transactions the Card Holder did not make. EagleBucks.com has an option to activate or deactivate the use of EB available at the following web site: eaglebucks.com. Telephoning AU Public Safety at (202) 885-2527 (non-emergency) is another way to deactivate the Card in real time. Emailing (idcards@american.edu) is an additional way to report a lost or stolen card, but this method of notification is likely to not be reviewed for deactivation until the next business day. The Card can only be reactivated via email from the University provided e-mail account or by personally visiting the OCDS.
- B. If a Card Holder suspects he/she has been mischarged for a transaction, concerns must be submitted in writing via email to eaglebucks@american.edu providing full name, university ID number, a description of the transaction in question (date, time, location, and dollar amount), and explain why this may be an error. The OCDS will inform cardholder of the result from investigation within ten (10) business days after notification and will correct any error promptly if confirmed. If the OCDS needs more time, however, it may take up to forty-five (45) calendar days to complete the investigation. If the investigation proves there was no error, the OCDS will send a written explanation within three (3) business days after completion of the investigation.

17. 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:* _____