

## **American University Housing & Residence Life 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”). This License Agreement is effective as of the date the Student signs it.

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: (a) occupancy in 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"); (b) use of dining facilities at the University; and (c) use of EagleBucks and/or Meal Swipe Credits at University locations. 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 Residence Halls includes the halls and any areas contiguous to the halls, as well as properties managed by AU Housing & Residence Life (hereinafter “HRL”) to include any apartment buildings leased by the University, such as the Frequency Apartments. 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. The Student acknowledges that he or she will not be eligible for a refund of costs or fees if: 1) the University Residence Hall closes, 2) access is restricted during the term, or 3) if the term of this License Agreement is adjusted. **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 revoke, alter (including changes to room assignments), amend, or terminate this License Agreement at any time, when deemed appropriate, by providing notification to the Student at the AU e-mail address on file.

All University rules, regulations, policies, and procedures referenced herein are an integral part of this License Agreement. This includes the University’s Residence Hall Regulations, Student Conduct Code, University and Housing & Residence Life (hereinafter “HRL”) procedures, and other University policies are hereby incorporated into this License Agreement and are binding on all parties to this License Agreement. It is the Student’s responsibility to become familiar with all provisions of this License Agreement and the University’s related policies located at: <https://www.american.edu/ocl/student-policies.cfm> and <https://www.american.edu/policies/>.

The Student signing this License Agreement or application electronically shall be held responsible for following all of its terms and conditions. The Student acknowledges that the authentication procedures for the University’s web portal or web application shall serve as his or her electronic signature. Applications submitted electronically which are followed by a subsequent housing assignment by the University enters the Student into a legally binding contract with the University and financially obligates the Student to pay for the full term of the License Agreement. Electronic submission of the application information does not guarantee

confirmation of a housing assignment. No oral statement made by any HRL representative shall be considered a waiver or modification of any terms or conditions.

The Student agrees that this document may be electronically signed and that the electronic signature appearing on it is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility. The Student also understands that he or she may opt-out of signing this document electronically by contacting American University.

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 all applicable policies and procedures established by the University. Students who fail to apply for housing by the stated deadline may be placed on a waitlist for housing and may be housed if/when space is available.

3. **TERM OF LICENSE AGREEMENT** Students who continue to be enrolled at the University shall honor the terms of this License Agreement for both fall and spring semesters. Exceptions will be made if the Student participates in a University-approved Study Abroad or International Co-Op Program or if the Student takes a University-approved leave of absence, as noted in Sections 10 and 11. Other exceptions to the term of the License Agreement may be made by HRL based on the individual circumstances. If a Student is dissatisfied with a decision made by HRL, he or she may submit an appeal to the appeal committee.

4. **DATES OF OCCUPANCY** Occupancy shall mean the Student's acceptance of assigned accommodations by officially checking into the University Residence Hall by following a prescribed process and accepting an ID card to access the assigned room.

The Student must participate in the proper check out process 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 will be Thursday, August 20<sup>th</sup>.

B. Fall semester closing is on Friday, November 20<sup>th</sup>, 2020. Students approved for winter break housing may remain in the residence halls over winter break. Students will submit a request via an online portal through the AU Housing Portal.

C. Students wishing to move in prior to the fall move-in date must submit an online request form through the AU Housing Portal. 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 between Sunday, January 3, 2021 and Sunday, January 10<sup>th</sup>. Specific move-in dates/times will be provided to students. 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.

G. The University reserves the right to adjust any of the dates set forth in this Section 4 at its sole discretion.

## 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 as set forth in the University's published 2020-2021 Housing Rates (<https://www.american.edu/ocl/housing/housing-rates-2020.cfm>) 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. 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 premises are assigned to more than one student, each student shall be responsible for his or her own payment but all shall be jointly and severally responsible for any damages beyond reasonable wear and tear, should the premises need or require repairs.

## 6. GENERAL TERMS AND CONDITIONS

A. University Residence Halls may have modified operations during the 2020-21 academic year. This means services such as housing, dining, maintenance, and other support services, may be provided using modified methods and/or become significantly limited. Resident Assistants may not be consistently available and on-campus staff, support facilities, and services may be limited and/or available only through online or remote access. University health services may have limited capacity to treat the Student if he or she becomes ill.

B. The Student agrees to 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, including lounges or other building public spaces. The premises shall be used exclusively as residence hall lodging for study and living purposes by the Student 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. The Student agrees and is responsible for documenting any damages within 24 hours of occupancy on the Room Inventory Form (RIF). Upon occupancy, the Student 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.

E. Only the Student 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.

F. The provisions of this Section 6 shall not prevent the University, however, from reassigning, relicensing, or taking any other action permitted upon termination of this License Agreement under the provisions of Section 10 and 11.

G. Room assignments may be changed only upon written authorization from HRL. Prior to any change in room assignment, HRL requires that the Student use good faith efforts 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(s). 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 race, color, national origin, religion, or any other Protected Bases (as that term is defined in the University's Discrimination and Sexual Harassment Policy and available at <https://www.american.edu/policies/au-community/upload/disrimination-and-sexual-harassment-policy-09-05-19-final.pdf>).

H. 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 HRL. 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 the Student to temporary space, when necessary and to reassign the Student 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. The Student agrees to provide a welcoming environment for his or her roommate(s) in the room and any newly assigned occupant.

I. The Student's 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. If the Student fails to occupy the room assignment by the first day of classes, he or she may be subject to housing cancellation fees.

J. The University does not insure the Student's personal property. The University disclaims all liability and shall have no responsibility for any theft, damage, destruction, loss, etc., of any of 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 the Student to obtain personal property insurance or have their parent's/guardian's insurance policy extended to include his or her personal property in the University Residence Hall.

K. The Student agrees to provide all personal contact and emergency contact information in the University's central database and update such information when and if it changes.

L. The Student is required to check-in at the front desk at the start of every semester to confirm occupancy of the assigned University Residence Hall space.

M. The University may take photographs and video of the Student and/or the premises during events held throughout the year in the University Residence Halls, which 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. CONDITION OF THE PREMISES**

A. The University agrees to use reasonable efforts to provide, and the Student agrees to use reasonable efforts to maintain, the assigned premises and all public areas in and around the premises and accessible to the Student in a clean, safe and sanitary condition. Upon termination of this License Agreement, the Student agrees to leave the assigned room, its furnishings, and its equipment in as good an order and condition as they were upon commencement of the

occupancy, reasonable wear and tear excepted. University housing staff members will conduct an inventory of furnishings and make an assessment 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 may be immediately disposed of by the University, with no liability for such disposal. The Student may be charged for the cost of removal or disposal of any abandoned property.

B. The Student shall make no alterations to the premises; shall not damage or permit damage to any part of the premises; shall not do anything that constitutes a fire or health hazard on the premises; and shall not permit the accumulation of waste and refuse within the premises. 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. The Student agrees that he or she may not duplicate mailbox keys or access cards provided by HRL. The Student further agrees to pay a replacement charge, the amount of which will be stated at check in, for any mailbox keys or access cards which are lost or not returned to HRL when this License Agreement ends.

D. When leaving the University Residence Halls at the end of the year or when terminating housing during the school year, the Student agrees to follow the prescribed check-out procedures. The Student further agrees that, if he or she intends to leave the University Residence Hall permanently, the Student will 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 THE PREMISES, ACCESS, AND UTILITIES**

A. The University shall provide for general maintenance and upkeep of the premises, including the cleaning of common areas at scheduled times. The Student shall inform HRL or Facilities Management 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 premises by the Student, the University shall have the right, after first having given reasonable notice, to enter and/or inspect the premises at any time. Inspections shall be performed at reasonable times, whether or not students are present, except in case of an emergency. The Student agrees not bring or store any Prohibited Items (as that term is defined by HRL) in the University Residence Halls (*see* <https://www.american.edu/ocl/housing/packing.cfm>). 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, at all times. The health and safety inspections are not intended to be a substitute for Student compliance.

C. In exigent circumstances, University staff may also access the premises and conduct an administrative search, with or without the Student's permission, when there is reason to believe that a violation of law or University policies, procedures, or regulations has occurred or there exists a potential threat to the health and/or safety of the Student or the AU community.

D. The University may maintain 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 to 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, health or medical emergencies, epidemics, pandemics, governmental regulations, riots, strikes, shortages, or another condition beyond the University's reasonable control.

E. The Student shall save and hold harmless, indemnify and defend the University, its trustees, officers, 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 in the University Residence Halls. 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 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, University 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. In the event of a health or safety emergency, the Student shall abide by any policies, rules, or restrictions adopted and published under University authority, including but not limited to, those related to:

- i. Restricted or limited access to University Residence Halls;  
Personal conduct such as requirements related to Social Distancing and the use of masks and other health safety devices while in common areas;

- ii. Allowing guests into University Residence Halls; and
- iii. Medical testing or contact tracing requirements.

D. Related to the possession and/or consumption of alcohol in the University Residence Halls, the Student agrees that:

- i. Alcohol is only allowed in the premises when all residents of that unit are 21 years of age or older;
- ii. Alcohol is prohibited in University Residence Hall common areas such as lounges, outdoor areas, hallways, and bathrooms;
- iii. Alcoholic beverages may not be delivered to University Residence Halls by mail or personal delivery by commercial businesses or suppliers; and
- iv. 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. CANCELLATION

A. Cancellation is defined as the termination of the Student's housing application or assignment.

B. If the Student seeks to cancel a housing application or assignment, the Student must submit the appropriate HRL cancellation form. Notification in any format other than the HRL cancellation form or notice to other employees or departments within the University does not constitute proper 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 subsequently cancels the housing assignment prior to occupancy will forfeit the \$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 subsequently cancels will be responsible for the following cancellation fees:

- i. Before selecting or confirming a room selection: no fee.
- i. From the date that a room is either selected or confirmed until the student completes check-in for the fall housing assignment: \$1000

E. iii. 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 cancellation criteria:

:

- i. Participating in an AU Abroad-approved study abroad program;
- ii. Taking an AU-approved leave of absence;
- iii. Having withdrawn from all classes;



- iv. Having graduated at the end of the fall semester and not attending in the spring semester; and/or
- v. Having transferred to another school.

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 1, 2020 will be responsible for the following cancellation fees:

- i. Before 11:59 p.m. on December 1, 2020: no fee.
- ii. Between 12:00 a.m. on December 2, 2020 and 11:59 p.m. December 15, 2020: \$1,000.
- iii. Between 12:00 a.m. December 16, 2020 and 11:59 p.m. on December 31, 2020: \$1,500.
- iv. After 12:00 a.m. on January 1, 2021: \$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 intend to cancel a housing assignment must notify HRL as soon as possible 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.

## 11. TERMINATION

The University may terminate this License Agreement for the following reasons:

A. The University has made a determination that it is in its best interest to terminate this License Agreement.

B. The Student ceases to be enrolled at the University.

C. The Student violates any of the terms and conditions of this License Agreement or as a condition of a disciplinary sanction, the Student is prohibited from living in a University Residence Hall.

D. The Student engages in behaviors, activities, or modes of living which jeopardize the health and/or safety of others living in University Residence Halls.

E. In the event the License Agreement is terminated in accordance with Sections 11(A)-(D) 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 or disposal fees.

F. Students may submit an appeal of a 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.

G. If the Student fails to vacate the assigned space 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 assignment of housing space at a later date.

H. The Student and the University agree that no month-to-month occupancy can occur after the termination date of the License Agreement.

I. 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.

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 Sunday prior to the start of student Welcome Week at the University 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, which are used to purchase food and beverages from dining locations, are non-transferable to any other individual or account.

D. Fall unused Meal Swipes Credits do not roll over to the spring semester. Any Meal Swipes Credits not used will be forfeited. All Meal Swipe Credits 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.

E. EagleBucks balances will carry forward throughout the Student's tenure at the University. If the Student has a minimal meal plan requirement, they 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/cancellation period.

F. After the end of the change/cancellation period, the Student may cancel a dining plan only upon official withdrawal or leave of absence from the University. If the 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.

G. If the Student cancels the dining plan during the meal plan change/cancellation period, they will be charged for the number of dining days they remained enrolled in the meal plan. Charges and refunds for meal plans are calculated based on the type of meal plan in which the Student is enrolled, the amount of time enrolled in that meal plan, and the value of dining days during the semester.

I. The University reserves the right to change the manner in which it provides meals to students to ensure the health and safety of the AU community.

#### **14. STORED VALUE- EAGLEBUCKS**

A. A Stored Value account is a declining balance campus cash ("EagleBucks") account associated with the Student's AU One Card ("Card"). Use of the Card and EagleBucks are subject to all applicable University rules and regulations. Improper use of the Card and/or EagleBucks may result in action by Student Conduct and Conflict Resolution, HRL, and/or AU Public Safety.

B. By entering into this Agreement, the Student agrees to the terms and conditions of the EagleBucks program.

C. Only the Student pictured and named on the card is authorized to use the Card. EagleBucks are non-transferrable. The Student must present the Card at the time of an

EagleBucks purchase. Individual vendors may require additional identification at the 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 Card and issue code is valid for use with EagleBucks.

D. One Card & Dining Services (“OCDS”) reserves the right to change the account terms and conditions at any time. Changes to the terms and conditions will apply to all Cards in circulation. The most current terms and conditions for stored value accounts are located at: <http://www.eaglebucks.com>.

E. EagleBucks accounts are non-interest bearing.

F. Cash withdrawals of any kind from an active EagleBucks account are not permitted.

## **15. STORED VALUE- SEPARATION AND INACTIVE ACCOUNTS**

A. If the Student separates from the University, they may request a refund of remaining balances on the Card in writing to OCDS. The Student’s balance (if any) will be returned (less a \$5.00 processing fee) to their University student account or via refund check or direct deposit.

B. If the Student does not utilize their EagleBucks account (i.e., no purchases have been made and/or no money has been added to the account and the Student has not otherwise communicated in writing to OCDS concerning the account) for a continuous period of twelve (12) months, then the University will assess the account a dormant account fee of \$5.00 per month thereafter, as long as the account remains open and inactive.

C. If no activity has occurred on the Card and the Student 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, the Student must seek the funds from the D.C. government directly (more information available at: <https://cfo.dc.gov/service/unclaimed-property>).

## **16. STORED VALUE- FRAUD PREVENTION**

A. It is the Student and card holder’s responsibility to notify AU Police Department and/or the University OCDS at once if there are mischarges, transactions the Student did not make, or a Card has been lost or stolen. The Student can activate or deactivate the use of EagleBucks by logging in at: <http://www.eaglebucks.com> or calling AU Public Safety’s non-emergency line at (202) 885-2527. Emailing (idcards@american.edu) is an additional way to report a lost or stolen card, but this method of notification may take additional time to be

reviewed and acted upon. The Card can only be reactivated via email from the University provided e-mail account or by personally visiting OCDS.

B. If no activity has occurred on the Card and the Student has not otherwise communicated in writing with OCDS about the account for a continuous period of more than thirty-six (36) months, under District of Columbia law, any EagleBucks in the account will be deemed abandoned property and sent 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 (more information available at: <https://cfo.dc.gov/service/unclaimed-property>).

### **17. ASSUMPTION OF RISK**

By residing in a University Residence Hall, the Student agrees and acknowledges that he or she may be exposed to risks that may result in illness, personal injury, or death. The Student understands, acknowledges, accepts, and assumes all risks to his or her health and safety that may result from residing in a University Residence Hall. The Student also acknowledges and agrees that the University cannot control these risks and may not be able to provide healthcare. The University is not responsible for any expenses or damages associated with any illness, personal property or any personal injury Student may sustain while residing in the University Residence Hall.

### **18. ENTIRE AGREEMENT**

This License Agreement represents the entire understanding between the parties and supersedes all prior or contemporaneous oral or written understandings.

### **19. 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: \_\_\_\_\_