

**American University
Housing & Residence Life License Agreement
Academic Year 2018-2019**

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 signed Agreement and Housing Application Form is received by Housing & Residence Life (hereinafter “HRL”).

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 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 2018-2019 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, providing notification to all current Licensees via electronic communication (e-mail; social media; webpages) and posters by the front desks of the Residence Halls.

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.

The Student submitting 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. Submitting application information electronically and then being offered a 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 agent of HRL shall be considered a waiver or modification of any terms or conditions.

2. ELIGIBILITY

Occupancy in the 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, an individual’s genetic information or any other bases under federal or local laws (“Protected Bases”). The Student must meet these requirements unless waived in writing by the Assistant Vice President or their designee.

All resident students are subject to policies and procedures established by the University. The University guarantees housing for all incoming First Year 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.

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 the fall and spring semesters. Exceptions will be made for the University's approved Study Abroad and International Co-op programs, and the University's approved leaves of absence as noted in Section 10 and 11. Other exceptions may be made on an individual case basis and must be submitted in writing to the Assistant Vice President or their designee.

4. DATES OF OCCUPANCY

Occupancy means accepting assigned accommodations by officially checking into the Residence Halls as defined herein following a prescribed process and accepting the key/obtaining ID card access to occupy a specifically assigned room, whether or not the Student moves in, for the term of the academic year. Adjustments for room charges are based on officially checking out of the University Residence Hall as defined herein following a prescribed process and on the date personal belongings are removed from the room and keys have been returned to HRL. 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. The adjustment for room charges will be determined according to Section 10 and 11.

- A. Fall semester opening for new students will be Saturday, August 18, 2018 at 9 am and Wednesday, August 22, 2018 at 9 am for all returning students. Fall semester closing is 24 hours after the Licensee's last exam and no later than 12 noon on Sunday, December 16, 2018. Seniors participating in December 2018 graduation ceremonies who apply for late departure by the specified application deadline, may check-out by noon on Monday, December 17, 2018.
- B. Students wishing to move in prior to the fall move-in date must submit an online request form within their 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 early, before official move-in date(s), should anticipate fewer staff and services (e.g., housing and maintenance) and may be placed in a temporary accommodation pending the availability of their fall 2018 housing assignment. Students permitted to arrive early will be billed \$50 per night prior to their scheduled date of occupancy.
- C. Spring Semester opening for all students will be Sunday, January 6, 2019 at 3 pm. The Student may return to campus (or move-into a new assignment) between Sunday, January 6, 2019 at 3 pm and Monday, January 14, 2019. Spring semester closing is 24 hours after the licensee's last exam and no later than noon on Wednesday, May 8, 2019. Only students receiving degrees at the spring commencement exercises will be permitted to remain in residence until noon of the day following the spring commencement exercises. Students that have received a summer 2019 housing assignment will be permitted to remain in residence 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 within their 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 and maintenance) and may be relocated to an alternate assignment until final checkout. Students permitted to move-out late will be billed \$50 per night of occupancy past their scheduled check out date.
- E. 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 assignment of the room, 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 overall size and shape between like units occupying the same number of students. No additional charge or credit will be assessed onto to the Student's account to accommodate for these variations.
- B. Academic year (AY) 2018-2019 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 as a result of cancellation and termination check outs will be prorated on a case-by-case basis in accordance with the cancellation fee schedule as outlined in Section 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 student enrollment deposit ("Housing Deposit") upon entering into this License Agreement. The enrollment deposit is nonrefundable and must be paid to the Office of Admissions prior to or at the same time the student submits an application for on-campus housing. Returning students will not be charged the Housing Deposit, but may be subject to cancellation charges as outlined in Section 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 does not constitute the cancellation of this License Agreement by the Student.
- F. If the space is assigned to more than one student, each shall be responsible for his/her own payments; but all shall be responsible jointly and severally for such 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 or written cancellation 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 residence hall lounge or 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 as a salesroom, office, or service area, or for storage of merchandise. The student rooms shall not be used for any commercial purpose. Soliciting, selling, or promoting any goods or services in the University Residence Halls are prohibited, unless otherwise approved in writing by the Assistant Vice President or designee.
- C. The Student has a right of occupancy in and access to a space in the assigned University Residence Hall; shared use of student common facilities in the University Residence Hall in which the space is located; and use of bed, springs, mattress, desk, chair, drapes/blinds and dresser, to be furnished by the University. The space assignment, with its applicable rate, will be made later by the University in accordance with Section 4, and will be set forth on a form to be furnished to the Student which will become a part of, and be deemed incorporated in, this License Agreement. The term of this License Agreement will be shown on the assignment as specified above. The University owned room furniture may not be removed from the assigned room at any time, unless approved by the Assistant Vice President or designee and removed by the University's authorized staff. Painting of the room is not permitted. It is the responsibility of the Licensee to document damages within 24 hours of occupancy on their Room Inventory Form (RIF) and to meet with their Resident Assistant to discuss them. Upon occupancy, the Licensee is responsible for reasonable care of the room and for the reporting of damages and/or problems as they occur.
- D. Rooms in the University Residence Halls may only be occupied by the student(s) assigned to that particular space. Only the Student bound by the terms of the License Agreement may occupy the space

assigned to the Student by the University. The Student is prohibited from assigning his/her rights or responsibilities under this License Agreement to a third party. 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 10 and 11 or otherwise noted.

- E. Room assignments may be changed only upon written authorization from HRL and after student(s) involved have made a serious attempt to adjust to the situation. 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 Protected Bases.
- F. The University reserves all rights concerning assignment, reassignment and adjustments, 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 Assistant Vice President or their designee. The Student's occupancy in the University Residence Halls may require sharing the space 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.
- G. Failure to occupy an assigned space by 5 p.m. on the first day of classes could result in the assignment 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 assignment by the first day of classes may be subject to housing cancellation fees.
- H. The University does not insure 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, fire 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 their personal property, or have their parent's/guardian's insurance policy extended to their campus residence.

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. The University's staff will complete an inventory of furnishings and an assessment of damages; charges will be assessed to the responsible individual(s). Personal property left in a room following the termination of occupancy will be deemed abandoned. The Student will be charged for the removal of such property.
- B. The Student shall not damage the space or furnishings (including common areas), aside from reasonable wear and tear. The Student shall not remove common area furniture from designated spaces. If such damage or loss does occur the Student will be billed for repair or replacement costs. In the event of willful damage to the common areas located in the vicinity of the Student's space (and/or to the furnishings and facilities located therein), and in the event the responsible individuals of such damage cannot be identified, all resident students served by the common area maybe assessed for such repair and/or damage costs.
- C. The Student shall not make any material alterations in the space without express written permission from the Assistant Vice President or their designee; shall not damage nor permit the damage of any part

of the space; shall not do or permit the doing of anything that shall constitute a fire or health hazard; and shall not permit the accumulation of waste and refuse within the space. Violation of these terms and conditions by the Student may be considered sufficient reason for disciplinary action, including, but not limited to, dismissal from the University Residence Halls and possibly the University.

- D. The University is responsible for the maintenance of life safety equipment. This equipment includes sprinkler systems, hardwired smoke detectors and heat detectors, fire alarm wiring, indicators and pull stations, and fire extinguishers. The Student may not alter or tamper with this equipment.
- E. Self-installed lofts, bed risers and cinderblocks are not permitted in the University Residence Halls for safety reasons. The Student may rent lofts from the University's approved vendors only. The Student will be expected to remove non-university approved lofts immediately. The University assumes no responsibility for the safety or stability of a self-installed loft or the consequences of having a loft in the Student's assigned room.
- F. There is 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/her assigned space. Such charges may be assessed at any time during the Student's occupancy. Mailbox keys provided through HRL may not be duplicated.
- G. When leaving the University Residence Halls at the end of the year or when terminating housing during a year, the Student agrees to follow official check-out procedures with a member of the University's residence hall staff, and to turn in the mail key(s) AT THE TIME OF CHECK-OUT. A student leaving the university residence halls during the year must notify HRL in writing of such intent prior to leaving. The Student also agrees to leave his/her space in "move-in condition" at the time of CHECK-OUT; and if upon inspection by the University's residence hall staff at or about time of CHECK-OUT, it is determined that the vacated space is not in reasonable "move-in condition" the Student agrees to pay the University the appropriate cleaning service charge and/or repair costs associated with damage to the room and/or furnishings. In addition, the Student may be billed \$50 for not following checkout procedures as instructed. When applicable, a credit of housing charges will date from the official CHECK-OUT date.
- 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 shall provide for general maintenance and upkeep of the space, including the cleaning of common areas by the University's employees and/or contract service providers at scheduled times. During the semesters and at vacation times routine maintenance and cleaning will be done on schedules developed by the University. The Student shall inform the University's agent or employees of any special maintenance or repairs required. A maintenance or repair request operates as a waiver of any entry notice requirement to the Student provided. Entry for the purpose of making requested repairs or alteration shall be at reasonable times. Facilities Management or HRL will take care of such items as rapidly as can be accomplished as it is usually not possible to give a precise time when such maintenance or repairs will be made.
- B. To ensure that the assigned room is being cared for properly, the University's authorized agents and employees shall have the right after first having given reasonable notice, to enter and/or inspect the space from time to time. Entry for purposes of inspection, except in case of emergency, shall be made at reasonable times. Notice having been posted and/or given, rooms may be entered for inspection by the University's authorized agents and employees only, whether or not student occupants are present. Any "prohibited items" found during inspections will be immediately confiscated and disposed of without compensation. By entering into this License Agreement, the Student acknowledges and agrees to the confiscation and disposal without compensation. Judicial action may result from severe or repeated health and safety violations. 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.

- C. The University's authorized agents or employees shall have the right of access to the space 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 space and administratively search with or without an occupant'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 pay laundry facilities for the Student's 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 or unless the failure is caused by and results from the negligence of the University's agents or employees.
- E. The Student shall save and hold harmless, indemnify and defend university, its' trustees, agents, employees, and subcontractors from and against any liability to student or his/her invitees and guests resulting from property damage or personal injuries sustained by them in the University Residence Halls, except where such property damage suffered or personal injuries to the Student or his/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.
- B. The Student shall abide by the Student Conduct Code, and Residence Hall Regulations; 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 and unauthorized animals; all of which are made a part of and specifically incorporated into this License Agreement. University policies are available at the website: <http://www.american.edu/policies/>
- C. The Student shall not violate rules governing the University Residence Halls, nor use the space for any disorderly purpose, or in such a manner as to interfere with the rights of other students in their academic pursuits. Violations of the University's 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 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 21 is prohibited. Resident students, who are 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 21 years of age or older may possess, consume, and distribute alcohol (to other individuals who are also 21 years of age or older) within their living unit. A resident 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. Related to the possession and/or consumption of alcohol in the residence halls:
 - 1. Persons under the age of 21 are prohibited from possessing and/or consuming alcohol;
 - 2. Alcohol is prohibited in housing rooms and/or units where current residents of that unit are not 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 21 years of age or older.
5. Alcoholic beverages may not be delivered to the 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 residence facility by any resident 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 residence halls, by individuals that are 21 years of age or older, is permitted pursuant to the pilot residence hall alcohol policy. The pilot program began in the 2016-2017 school year, and the pilot program and related policy may be ended at any time during the dates of this License Agreement.

10. HOUSING CANCELLATION (PRIOR TO OCCUPANCY)

- A. Any student who wishes to cancel this License Agreement must do so by written notice to HRL; notification to other departments within the University does not constitute notification of a housing cancellation. Cancellations will not be deemed terminated until officially approved by HRL (and the student has checked out of their room, if applicable).
- B. A new student who applies for housing and receives an assignment to begin in the fall semester, and who later cancels prior to June 25, will be responsible for the nonrefundable \$200 housing deposit. A current or returning student (not new to the university for the fall semester) who applies and receives an assignment for housing for the 2018-2019 academic year, and who later cancels prior to June 25, will be responsible for the \$500 cancellation charge. Any student who applies for housing to begin in the fall semester, and who later cancels after June 25, will be responsible for the fees according to the fee schedule found in Appendix A of this License Agreement. Students who receive a housing assignment offer after the minimum cancellation fee deadline has passed will have 5 business days to decline an offer in writing to receive the minimum fee. After 5 business days, the cancellation fee schedule will apply.
- C. A new student who applies for housing and receives an assignment to begin in the spring semester, and who later cancels prior to December 14, will be responsible for the nonrefundable \$200 housing deposit. A current or returning student (not new to the university for the spring semester) who applies for housing for the spring semester only, and who later cancels prior to December 14, will be responsible for the \$500 cancellation charge. Any student who applies for housing to begin in the spring semester, and who later cancels after December 14, will be responsible for the fees according to the fee schedule found in Appendix A of this License Agreement. Students who receive a housing assignment offer after the minimum cancellation fee deadline has passed will have 5 business days to decline an offer in writing to receive the minimum fee. After 5 business days, the cancellation fee schedule will apply.
- D. Students who are planning to cancel their 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 in writing of their intention to cancel their housing no later than June 25 for the fall semester and no later than November 1 for the spring semester. If such notification is received, a student cancelling for the specified reasons will receive a full cancellation of housing charges unless a student occupies (including belongings) the space for any given time during the semester. In which event the student will be subject to a prorated nightly fee charged

until a student officially checks out of the assigned space. Students within the specified categories who do not meet the above stated deadlines may initially be billed for housing, which may result in delays in paperwork related to graduation, transfer to other schools, or refunds for overpayments.

- E. Returning students wishing to cancel their room assignment without penalty must do so by March 25th. Cancellations after this date will follow the fee schedule detailed in Appendix A.
- F. Exceptions to this policy may be granted in the case of academic or disciplinary dismissal or suspension during a semester, in which event a prorated cancellation of housing charges may be made. 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 (AFTER OCCUPANCY).

This license agreement may be terminated in the following manner:

- A. Should the student at any time cease to be enrolled as a full-time student at the university, this License Agreement may be terminated without notice, such notice being hereby waived. In these cases, adjustment of space charges will be made in accordance with the fee schedule found in Appendix A of this License Agreement. 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 assistant vice president of HRL or their designee may permit a part-time student to reside in university residence halls.
- B. If the student violates any of the terms and conditions of this Agreement—in particular, those set forth in section 9 and section 16—the student may be given written notice by the university that the License Agreement has been terminated and 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 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 of HRL, dean of students, or vice president of campus life (or designee of the foregoing), it would be in the best interest of the student, other residents, or the university community for the student to leave the university residence hall, then this license agreement may be terminated unilaterally by the university upon due notice (as defined by the assistant vice president of HRL), and an adjustment of space charges may be assessed.
- D. If the License Agreement is terminated, as provided in A, B, or C above, the student must vacate the space 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 space 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 space. The university is further irrevocably authorized on behalf of the student to remove and to store the student's belongings without any liability on the part of the university for damage or loss. In that event, the university will assess appropriate charges for storage of belongings through four weeks, after which the university is irrevocably authorized on behalf of the student to dispose of these belongings in any manner in which it shall see fit, 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 dismissal or suspension during a semester, in which event a prorated cancellation of housing charges may be made. Other exceptions to this policy will be made on a case-by-case basis, as determined by the Assistant Vice President of HRL or their designee. Students should become familiar with the cancellation details in the tables located in Appendix A.
- F. Unless otherwise provided, the University may terminate the license agreement by providing such notice to the student by registered mail or certified mail to the student at the student's address, or by hand delivery to the student.

- G. If the Licensee 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.
- H. The Licensee 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 refund plan offered through the Student Health Center 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. CELL PHONE

The Student will provide their cell phone number to the University upon enrollment and are 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 supply the name, relationship, and phone number for an emergency contact at the time of submitting 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. This License Agreement will not be in force, and the University may not undertake its obligation until the Student's requisite immunization form has been submitted and is on file with the University's Student Health Center.
- B. All first-year students residing in the University's provided housing 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 a medical provider or religious clergy which states the need for exemption. Additional information, forms and instructions can be found at 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 proving comparable coverage. Instructions for the waiver can be found at www.american.edu/healthcenter.

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

- A. All first and second-year on-campus residents are required to enroll in a meal plan. For the first two semesters living on campus, students are required to enroll in a meal plan at or above the 175 Block Plan. Third and fourth semester campus residents are required to enroll in a meal plan at or above the 100 Block Plan. If a resident student in their first four semesters living on campus does not self-select a meal plan, the student understands and agrees to be assigned the minimum plan required as described.
- B. First and second year resident students may cancel their 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 which is set as 10 business days into the start of each semester by making this request, in writing to HRL.
- C. All meal plan questions should be directed to the AU One Card & Dining Office, mealplans@american.edu, 202-885-2273.

16. GOVERNING LAW

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

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

- A. Requests for release from any minimum requirement based on religious or dietary considerations must be submitted in writing by the Student to the Assistant Vice President or their designee. Reasonable/substantial attempts will be made to accommodate religious considerations and medical dietary needs, and only if these accommodations cannot be met will a request for release 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. First and second year resident students may cancel their 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 which is set as 10 business days into the start of each semester by making this request, in writing to HRL.
- C. For the fall term, meal plans begin with dinner on the first Sunday of Welcome Weeks 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.
- D. Meal swipe credits are non-transferable to any other individual or account.
- E. 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 balances will not carry over from one academic year to the next; 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 requirement shall 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 their fall dining plan during the designated change periods.
- F. The University reserves the right to assign all applicable students to the lowest meal plan required under this agreement and to suspend a student's dining privileges if necessary.
- G. After the end of the change/cancellation period, students may cancel their dining plans only if they officially withdraw or take a leave of absence from the University. If a student requests and is approved for a change or cancellation of their meal plan for the fall semester, that change or cancellation is automatically applied to the spring semester.
- H. If an eligible student cancels their dining plan during the 10 business day meal plan change/cancellation period they will be charged only for the value of meal swipes, EagleBucks, and Dining Dollars that were utilized prior to removal.
- I. Students will not be eligible for a refund after the change/cancellation period, this includes students who withdraw or take a leave of absence from the University.

18. 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/Dining Dollars (hereinafter "EB/DD") program are subject to all applicable University rules and regulations. Improper use of cards and/or of 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 can provide access to two Stored Value accounts: EagleBucks and Dining Dollars. Student Cards will be given access to both EagleBucks and Dining Dollars (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/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-transferrable between users' 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 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/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.
- E. EB/DD accounts are non-interest bearing.
- F. Cash withdrawals of any kind from an active EB/DD account are not permitted.

19. 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 his/her EB/DD 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 HRL 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/DD 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>).

20. STORED VALUE- FRAUD PREVENTION

- A. It is the Card Holder's responsibility to notify AU Public Safety 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/DD 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 ways 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.

21. 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:* _____

Appendix A

Student Type: New Incoming Resident

Reason for Ending Housing Agreement	Date of Termination/Cancellation:						Fall: On or after September 25 Spring: On or after Feb12
	Fall: On or before June 25 Spring: On or before Dec 14	Fall: June 26 - August 10 Spring: Dec 15, 2018-Jan 4, 2019	Fall: August 11 - September 17 Spring: Jan 5 - Feb 4		September 18 - September 24 Spring: Feb 5 -Feb 11		
			Checked Into Housing	Not Checked Into Housing	Checked Into Housing	Not Checked Into Housing	
Leave of Absence*	(0)	(0)	(2)	(1)	(2)	(1)	(2)
Permanent Separation*	(1)	(1)	(2)	(1)	(2)	(1)	(2)
Deferral*	(1)	(1)	(2)	(1)	(2)	(1)	(2)
Disciplinary Dismissal*	(0)	(0)	(4)	(4)	(5)	(5)	(6)
Part-Time Students*	(1)	(1)	(2)	(1)	(2)	(1)	(2)
No Reason	(1)	(4)	(6)	(6)	(6)	(6)	(6)

* Documentation REQUIRED at the time of the termination/cancellation form submission

- (0) No Cancellation Fee
- (1) Loss of Deposit
- (2) Loss of Deposit and Prorated Nightly Fee for Bed space Occupancy
- (3) 75 % Refund of Housing Charges
- (4) 50 % Refund of Housing Charges
- (5) 25 % Refund of Housing Charges
- (6) No Refund

Student Type: Returning Student

Reason for Ending Housing Agreement	Date of Termination/Cancellation:						
	<i>Fall: On or before June 25 Spring: On or before Nov 2</i>	<i>Fall: June 26 - August 10 Spring: Nov 3, 2018-Jan 4, 2019</i>	<i>Fall: August 11 - September 17</i>		<i>September 18 - September 24</i>		<i>Fall: On or after September 25 Spring: On or after Feb 12</i>
			<i>Spring: Jan 5 - Feb 4</i>		<i>Spring: Feb 5 -Feb 11</i>		
			Checked Into Housing**	Not Checked Into Housing	Checked Into Housing**	Not Checked Into Housing	
Leave of Absence*	(0)	(0)	(7)	(0)	(7)	(0)	(7)
Permanent Separation*	(0)	(0)	(7)	(0)	(7)	(0)	(7)
Disciplinary Dismissal*	(0)	(0)	(4)	(4)	(5)	(5)	(6)
Academic Dismissal*	(0)	(0)	(7)	(0)	(7)	(0)	(6)
Study Abroad	(0)	(0)	(7)	(0)	(7)	(0)	(7)
Transfer*	(0)	(0)	(7)	(0)	(7)	(0)	(0)
Part-Time Students*	(0)	(0)	(7)	(0)	(7)	(0)	(7)
No Reason	(8)	(4)	(6)	(6)	(6)	(6)	(6)

* Documentation REQUIRED at the time of the termination/cancellation form submission

** Returning residents from fall to spring who do not check out of their on-campus space prior to winter break and must return to campus to retrieve their belongs when the halls reopen are subject to the nightly prorated fee from the opening date of the residence halls until the time of their official check out regardless of the reason for cancellation/termination

- (0) No Cancellation Fee
- (1) Loss of Deposit
- (2) Loss of Deposit and Prorated Nightly Fee for Bed space Occupancy
- (3) 75 % Refund of Housing Charges
- (4) 50 % Refund of Housing Charges
- (5) 25 % Refund of Housing Charges
- (6) No Refund
- (7) Prorated Nightly Fee for Bedspace Occupancy

(8) \$500 Cancellation Fee