



AMERICAN UNIVERSITY

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

WINTER BREAK LICENSE AGREEMENT

The American University ("University") enters into this Winter Break License Agreement ("License Agreement") with student ("Student") effective the date specified at the end of this License Agreement.

1. **GENERAL:** The purpose of this License Agreement is to establish certain financial and other relationships between University and the Student relating to the Student's occupancy in the 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 document 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 Student shall be subject to the terms and conditions in this License Agreement. **THIS AGREEMENT IS BINDING FOR THE WINTER BREAK AND CONSTITUTES AN OBLIGATION TO PAY THE UNIVERSITY FOR THE RIGHT OF OCCUPANCY IN THE UNIVERSITY RESIDENCE HALLS.**

All materials contained herein are an integral and binding part of this License Agreement. The Residence Hall regulations in the University's Student Conduct Code, the University and Housing & Residence Life (hereinafter "HRL") websites 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 agreement and related university policies.

The Student submitting a License Agreement or application electronically shall be held responsible to all of the 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 students. 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 University Residence Halls is open to all full-time, undergraduate 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").

3. **OCCUPANCY:** 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, and will be set forth on a form to be furnished to 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 authorized university staff. Painting of the room is not permitted. It is the responsibility of the Student to document damages within 24 hours of occupancy. Upon occupancy, the licensee is responsible for reasonable care of the room and for the reporting of damages and/or problems as they occur.

4. ROOM CHARGES AND REFUNDS:

A. The Student understands and agrees that this 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 total cost of the stay to their university student account after checkout during the first two weeks of the spring semester. Cancellation after the deadline, December 13, 2021 shall result in a \$100.00 administrative charge. No refunds will be made for early departures. The room charge for non-Nebraska and Frequency residents will be \$1,300 per student for the entire break. Should any discrepancy arise between literature published by the University, the information in the application shall prevail. The Student agrees to be charged for services through their student account.

B. If the space is assigned to more than one student, each shall be responsible for their 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.

5. ROOM ASSIGNMENT:

A. The University reserves all rights concerning assignment, reassignment, and adjustments in accommodations it may consider necessary. Room charges begin with confirmed arrival day and continue until the departure date.

B. 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 their rights or responsibilities under this License Agreement to a third party. The provisions of this paragraph 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 paragraph A of this Section or otherwise noted.

6. CARE AND USE OF SPACE:

A. The Student will use the premises for residential and educational purposes in accordance with this License Agreement and its general policies. The Student's assigned room 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.

B. Upon termination of this License Agreement, the Student 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 Student's occupancy, reasonable wear and tear excepted. 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 will be assessed for such repair and/or damage costs.

C. To ensure that the assigned room is being care for properly, the University's authorized agents and employees shall have the right, after having first given reasonable posted notice, to enter and to inspect the assigned space from time to time, provided however, that such entry for purposes of inspection, except in case of emergency, shall be made at reasonable times. Notice having been posted and given, rooms may be entered for inspection by the University's authorized agents and employees only, whether or not student-occupants are present on premises.

D. The Student shall conform and comply with all laws, regulations and ordinances of the District of Columbia and the United States of America.

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

F. The Student shall save and hold harmless the University from any liability to the Student and/or their guest(s) resulting from property damage or personal injuries sustained by them on premises, except where such property damage or personal injuries suffered to the Student and/or their guest(s) result directly from negligent acts of the University's agents or employees.

G. The Student shall not violate published rules governing University Residence Halls, nor use premises for any disorderly purpose, or in such a manner as to interfere with the rights of others. Violations of University published regulations or the rules governing University Residence Halls, as set forth in the provisions of this Agreement, may subject the Student of American University to Administrative Judicial Action, or referral to the University's Conduct Council, except as provided for in Paragraph 7.B. below.

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

A. If the Student violates any term of the terms and conditions of this License Agreement, and in particular, those set forth in paragraph 6, subparagraphs D, E, and G, the Student may be given written notice by the University to immediately quit and vacate premises. Such notice shall operate as a waiver of any further notice required under law or otherwise. In these cases, no cancellations of room charges will occur.

B. If the Student exhibits behavior or mode of living by which, in the sole judgment of the Assistant Vice President or their designee, it would be in the best interest of the Student or other students for the Student to leave the University Residence Halls upon due notice, a cancellation of room charges may be made.

If the License Agreement is terminated as provided in A or B above, the Student must vacate premises on the effective date of termination. Upon the Student's failure to quit and vacate premises, the University shall be entitled to immediate possession of premises and to take all summary action to secure possession without any further notice of any kind to the Student under applicable law or otherwise, such notice being expressly waived. 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 4 weeks after which the University is irrevocably authorized on

behalf of the Student to dispose of these belongings in any manner which it shall see fit without any obligation to make payment of any kind to the Student resulting from such disposition, damage or loss

8. MAINTENANCE OF SPACE AND ACCESS: The University shall provide for general maintenance and upkeep of premises; and for their cleaning by the University's employees at scheduled times. During the Winter Break routine maintenance and cleaning will be done on schedules developed by the Facilities Management in conjunction with the Housing & Residence Life Staff and will jointly notify the Student by posting such schedules in a reasonably prominent manner on each University Residence Hall floor. 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, however, that entry for the purpose of making requested repairs or alternations shall be at reasonable times. The Facilities Management will take care of such items as rapidly as can be accomplished. It is usually not possible to give a precise time when such maintenance or repairs will be made.

The University's authorized agents or employees shall have the right of access to premises without prior notice to the Student in cases of emergency, personal injury, safety, health, or casualty damage. In addition, authorized staff members of Housing & Residence Life and/or Department of Public Safety may request access to the Student's premises in situations where there is probable cause that a violation of law or University regulations has occurred. In such circumstances, if an occupant of the premises unreasonably denies a request for entry, authorized staff members of Housing & Residence Life and/or Department of Public Safety shall have the right of access to the premises.

10. SERVICE AND UTILITIES: The University maintains limited common cooking facilities within the University Residence Halls (provided, however, that the Student maintains sanitary requirements), and vend operated laundry facilities for resident use. The University shall also provide electricity, heat, hot and cold water, and shared sanitary facilities, all as adequate as 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 condition beyond the University's control; unless the failure is caused by and results from the negligence of the University's agents or employees.

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

12. DAMAGES TO PROPERTY OR PERSONS: The University shall not be liable for any loss or damage to property resulting from fire, theft, casualty, or any cause, or personal injuries occurring within the University Residence Halls, unless such casualty or personal injuries are caused directly by or result from negligence of University's agents or employees.

13. ROOM CLEARANCE PROCEDURE: When leaving the University Residence Halls at the end of the Winter Break period, which is on or before noon, Wednesday, January 5, 2022 (the time and date when Break Housing ends), when complex desks reopen on the main campus or if terminated earlier: the Student agrees to check out at the assigned Winter Break desk and notify the staff of their departure from the assigned room. The Student agrees to leave their room in "broom clean" condition, which includes no trash or belongings left in the space, all surfaces wiped down, and the floor cleared of any debris, at the time of check-out; and if upon inspection by Housing & Residence Life Staff at or about time of CHECK-OUT, it is determined that the vacated room is not in "broom clean" condition, the Student agrees to pay the University a minimum cleaning charge of \$50.00.

14. GOVERNING LAW: This License Agreement shall be governed by the laws of the District of Columbia.

I and my Legal Guardian (if applicable) have read and understood all the provisions in this License Agreement. I and my Legal Guardian (if applicable) agree to be bound by all terms of this License Agreement, as indicated by our signatures below.