



American University Housing & Residence Life License Agreement

Summer 2022

1. INTRODUCTION

American University (hereinafter “University”) enters into this Housing & Residence Life License Agreement (hereinafter “License Agreement”) with the student whose signature is affixed to this License Agreement (hereinafter “Student” or “Licensee”). This License Agreement shall be 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 the University’s affiliated housing during the term of this License Agreement, including any facility that the University may now or hereafter own, lease, or otherwise arrange to make available for student housing (hereinafter “University Residential Facility”). The Student understands and agrees that the License Agreement is for a Housing Assignment in a University Residential Facility (“Housing Assignments”) and not for a specific room or building. That is, specific Housing Assignments in a particular University Residential Facility are not guaranteed. This License Agreement does not constitute a lease, create or transfer any interest or a lien on real estate, and does not establish a landlord and tenant relationship between the University and the Student. Accordingly, the Student shall have no rights afforded to tenants in the District of Columbia by entry into this License Agreement. The University reserves the right to terminate the License Agreement in 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 THE DATES OF SUMMER STAY BETWEEN MAY 8, 2022 AND AUGUST 13, 2022, AS REQUESTED BY THE STUDENT (HEREINAFTER, THE “TERM”). THIS LICENSE AGREEMENT SHALL CONSTITUTE AN OBLIGATION ON THE PART OF THE STUDENT TO PAY THE UNIVERSITY FOR THE TEMPORARY LICENSE TO RESIDE IN THE UNIVERSITY RESIDENTIAL FACILITY IN ACCORDANCE WITH THE TERMS HEREOF.

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, and those that appear on the University and HRL websites, are hereby incorporated into this License Agreement and are binding on the Student. It is the Student’s responsibility to become familiar with all provisions of this License Agreement and related University policies.

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

2. ELIGIBILITY

To be eligible for residence in a University Residential Facility during the Summer 2022 semester, the Student must be registered as an undergraduate or graduate/professional Student at the University for the Summer 2022 semester or Fall 2022 semester and registered for on campus housing for the academic year 2022-2023. The Student must meet these requirements, unless waived in writing by the Director of Housing or their designee. All students of the University in good standing meeting the foregoing criteria, including the Licensee, shall be eligible for a Housing Assignment in the University Residential Facility regardless of race, color, religion, national origin, sex, age, disability, marital status, personal appearance, sexual orientation, gender identity and expression, family responsibilities, political affiliation, source of income, matriculation, veteran status, genetic information, or any other bases under federal or local laws ("Protected Bases"). The Student's occupancy in the University Residential Facility shall be subject to policies and procedures established by the University.

3. DATES OF OCCUPANCY

For purposes of this License Agreement, "Occupancy" shall mean the acceptance of a Housing Assignment by officially checking into a University Residential Facility in accordance with the check-in process designated by the University, or acceptance of the key or obtaining ID card access to occupy the Housing Assignment, whether or not the Student takes Occupancy of the Housing Assignment, for the Term. Adjustments for room charges and meal plan charges are based on the date the Student officially checks out of the University Residential Facility in compliance with a check-out process designated by the University, or if later, the date the Student's personal belongings are removed from the Housing Assignment and the keys have been returned to HRL. The Student shall comply with the requirements of the check-out process designated by the University, by completing the Registration (REG) Card and Room Inventory Form (RIF) provided to Student by the University. The University shall have the right to bill the Student an administrative fee in the amount of \$50 in the event the Student fails to comply with the required check-out procedures. Any adjustments for room and meal plan charges will be determined in accordance with Section 4.

A. Summer 2022 semester opening for Students new to University on-campus housing will be Saturday, May 8, 2022 at 3pm. The University is not able to accommodate requests for early arrivals.

B. Summer 2022 semester Housing Assignments will be available between Saturday, May 8, 2022, and Saturday, August 13, 2022, with specific dates of Occupancy as requested by the Student Housing Application.

C. Spring to Summer Transition Housing: If the Student has a Spring 2022 semester Housing Assignment and is confirmed for a Summer 2022 Housing Assignment beginning on Saturday, May 8, 2022, then the Student may remain in their spring Housing Assignment or, at the discretion of the University, the Student may be assigned transitional housing between the end of the Spring 2022 semester and start of the Summer 2022 semester. The transition from Spring 2022 semester housing to Summer 2022 semester housing will take place beginning on Saturday, May 8, 2022. If the Student will not commence residency in the University Residential Facility for the Summer 2022 semester on Saturday, May 8, 2022, then the Student will be required to move out of their Spring 2022 semester Housing Assignment on Saturday, May 8, 2022 at 12:00 noon, and may move into the University Residential Facility only on the Student's scheduled Summer 2022 semester Housing Assignment start date.

D. Summer to Fall Transition Housing: If the Student has a confirmed Summer 2022 semester Housing Assignment and is confirmed for a Fall 2022 semester Housing Assignment, the Student may remain in their Summer Housing Assignment until Saturday, August 13, 2022, when the Student will move into the assigned Fall Housing Assignment in accordance with the Student's Fall 2022 semester housing license agreement. If the Student does not have a confirmed Fall 2022 semester Housing Assignment, the Student will be required to move out of the Summer 2022 semester Housing Assignment by Saturday, August 13, 2022 at 12:00 noon. All summer to fall transitions will take place on Saturday, August 13, 2022. No exceptions will be granted due to summer operations' close out and fall opening.

4. PAYMENTS

A. In consideration of the Housing Assignment by the University, the Student agrees to pay the University the charges required for that type of Housing Assignment in accordance with the terms of the License Agreement. Due to the nature of residential buildings, Student acknowledges that there may be variations in overall size and dimensions among like rooms occupying the same number of students. No additional charge or credit will be assessed to the Student's account to accommodate these variations.

B. Summer 2022 charges for residence within the University Residential Facility shall begin and end in accordance with contract start and end dates, as established by the application request, or the Student's check-in and checkout dates, or whichever combination of dates is greater in duration. Charges will be prorated accordingly as a result an agreed-upon change of Housing Assignment for which a higher or lower daily rate is assessed by the University. Charge adjustments as a result of cancellation and termination checkouts will be prorated on a case-by-case basis in accordance with the cancellation policy, as outlined in Section 13.

C. The Student acknowledges and agrees that the costs for housing services and/or a dining plan for the Summer 2022 semester shall be charged to their Student account.

D. Failure by the Student to pay for all charges due under the License Agreement does not constitute the cancellation of this License Agreement by the Student.

E. If the Housing Assignment is in a double-occupancy room, each Student residing in the room shall be responsible for their own payments; however, both Students shall be responsible, jointly and severally, for any and all damages beyond normal wear and tear .

5. GENERAL TERMS AND CONDITIONS

A. This License Agreement is in effect until terminated by the University, written cancellation, or checkout by the Student.

B. The Student will use the Housing Assignment in the University Residential Facility exclusively for residential hall lodging, study, living and educational purposes in accordance with this License Agreement and the policies of the University. The Student will not lodge any guest(s) in the University Residential Facility hall lounge, public space, or any other University public space. The University Residential Facility shall not be used for any commercial purpose, or as a salesroom, office, or service area, or for storage of merchandise. Soliciting, selling, or promoting any goods or services in the University Residential Facility is prohibited, unless otherwise approved in writing by the Director of Housing or a designee.

C. The Housing Assignment grants each Student the right of occupancy in and access to the University Residential Facility; shared use of designated student common facilities in the University Residential Facility in which the Housing Assignment is located; and use of furniture, to be supplied by the University. The Housing Assignment, with its applicable rate, will be made by the University after the University approves the housing application, which shall become a part of, and be incorporated herein. The Term of this License Agreement will be shown on the Housing Assignment, as specified above. University-supplied furniture may not be removed from the room in the University Residential Facility at any time, unless approved by the Director of Housing or a designee and removed by authorized University staff. No alterations will be permitted. Upon Occupancy, the Student shall be responsible for reasonable care of the University Residential Facility and for the reporting of damages and/or problems with the Housing Assignment, as they occur.

D. Rooms in the University Residential Facility ("Room") may only be occupied by the Students assigned by the University. Every Student assigned to a Room shall be bound by the terms of the License Agreement. No assignments or sublicenses shall be permitted. The provisions of this Subsection shall not prevent the University, however, from reassigning, relicensing, or taking any other action permitted on termination of this License Agreement under the provisions of Section 13 or otherwise noted.

E. Roommate assignments are made without regard to race, color, religion, national origin, age, sexual orientation, gender expression, personal appearance, family, matriculation, political affiliation, actual or perceived physical or mental disability, status as a veteran or disabled veteran, or any other Protected Bases.

F. The University reserves all rights concerning any assignment, reassignment, and adjustment in the Housing Assignment it deems necessary. The University reserves the right, at any time and from time to time, to reassign the Student to a shared Housing Assignment in order to accommodate more occupants in the University Residential Facility. The University further reserves the right to make Housing Assignment changes during the summer, as deemed

necessary by the Director of Housing or a designee. The Student may be required to share the room in which the Housing Assignment is located with one or more fellow students. The Housing Assignment may be changed at the request of the Student, upon written authorization from HRL. The University reserves the right to assign the Student to temporary housing when necessary. If the Student is assigned to temporary housing, the Student will be reassigned to permanent housing when it becomes available. If a vacancy occurs in the room to which the Student is assigned, the Student must maintain the open space so that it is ready for a new occupant at any time, without prior notice from HRL. The Student must provide a welcoming environment for any newly assigned occupant.

G. 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 such as fire, flooding or other casualty. The University is not liable for the failure or interruption of utilities or from conditions resulting from failure or interruption of the same. The Student is advised to obtain an insurance policy for their personal property or have their parent's or guardian's insurance policy extended to their campus residence.

6. ROOM CONDITION

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

B. The Student shall not damage the Room in which the Housing Assignment is located or any furnishings (including common areas) located therein. The Student shall not remove common area furniture from designated spaces. If any damage or furniture removal occurs, the Student will be billed for any and all repair or replacement costs. 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 Students served by the common area will be assessed for such repair and/or damage costs.

C. 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, they may be subject to housing cancellation fees.

D. The Student shall not: 1) make any material alterations in the room in which the Housing Assignment is located without express written permission from the Director of Housing or a designee; 2) damage any part of such room; 3) take any actions that would constitute a fire or health hazard; and 4) permit the accumulation of waste and/or refuse within the room in which the Housing Assignment is located. 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 Residential Facility and possibly, from the University.

E. The University maintains life safety equipment within each building it owns. This equipment includes sprinkler systems, hardwired smoke and heat detectors, fire alarm wiring, indicators and pull stations, and fire extinguishers. The Student may not alter or tamper with any life safety equipment.

F. Self-installed lofts, bed risers, and cinderblocks are not permitted in the University Residential Facility due to safety reasons. The Student may rent a loft only from a University-approved vendor. The Student shall remove any non-University-approved loft immediately. The University hereby disclaims any liability or responsibility for the safety or stability of a self-installed loft or the consequences of having a loft in the Student's Room.

G. The University will assign each Student a mailbox key and access card. The University will assess a replacement charge for mailbox keys and/or access cards that are not returned. The Student shall be notified of the cost for key replacement when the Student checks into their Room. Such charges may be assessed at any time during the Student's Occupancy. Mailbox keys may not be copied or duplicated.

H. When leaving the University Housing Assignment at the end of the Term, the Student agrees to follow official checkout procedures with the University HRL staff and return any issued key(s) at the time of checkout. When the Student leaves the University Residential Facility during the Term, the Student must notify HRL in writing of such intent prior to leaving. The Student also agrees to leave the Room in "move-in condition" at the time of checkout; and if, upon inspection by University HRL staff at or about time of checkout, it is determined that the vacated Room is not in reasonable "move-in condition," the Student agrees to pay the University a cleaning service charge and/or repair costs associated with any damage to the room and/or furnishings. In addition, the Student may be billed a \$50 administrative fee for not following checkout procedures.

7. MAINTENANCE OF SPACE, ACCESS, AND UTILITIES

A. The University or a designee shall provide for general maintenance and upkeep of the University Residential Facility, including cleaning the common areas at scheduled times. During the semesters and vacation, routine maintenance and cleaning will be done on schedules developed by the University. The Student shall inform the University staff of any special maintenance or repairs required. A maintenance or repair request operates as a waiver of any entry notice requirement to the Student. Entry for the purpose of making requested repairs or alterations shall be at reasonable times. Facilities Management, HRL or their designee will take care of such items as quickly as possible.

B. To ensure that the University Residential Facility is being cared for properly, the University staff shall have the right, after reasonable notice to Student, to enter and/or inspect the Room from time to time. Entry for purposes of inspection, except in case of an emergency,

shall be made at reasonable times, regardless of whether the Student or other occupants are present Any “prohibited items,” as identified in the Residence Hall Regulations of the American University Student Code of Conduct (available online at <http://www.american.edu/ocl/sccrs/upload/AU-Student-Conduct-Code.pdf>), found during inspections will be confiscated immediately and disposed of. By entering into this License Agreement, the Student acknowledges and agrees to the confiscation and disposal of prohibited items without compensation. It is the responsibility of the Student to comply with all health and safety regulations. The health and safety inspections are not intended to substitute for such responsibility. Judicial action may result from severe or repeated health and safety violations.

C. Authorized University staff shall have the right to access a Student Room, without prior notice to the Student, in cases of emergency, personal injury, safety, health, or casualty damage. In addition, authorized staff members of HRL may access the Student’s Room and search, with or without permission, when there is reason to believe that a violation of law or University regulations has occurred.

D. The University maintains limited common cooking facilities within University Residential Facility (provided the Student maintains sanitary conditions) or within student apartments and pay-laundry facilities for student use. The University shall also provide electricity, heat during cold seasons, cooling during warm seasons, hot and cold water, and shared sanitary facilities, all as adequate and necessary in the judgment of the University’s agents. The University shall not be responsible for failure to provide these services for any reasonable period of time, if and when such failures are caused by accidents, riots, strikes, source shortages, or any other conditions beyond the University’s control.

E. The Student shall save and hold harmless, indemnify, and defend the University and its trustees, agents, employees, and contractors from and against any liability to Student, or their invitees and guests, resulting from property damage or personal injuries sustained in the University Residential Facility, except where such property damage suffered or personal injuries to the Student, or their invitees and guests, result directly from the negligent acts of the University’s agents or employees.

F. During the Summer 2022 semester, to the University will undertake several renovation projects at University Residential Facilities while Students are in residence. In some instances, building or room reassignment may be required. The customary working hours are from 7:00 a.m. through 5:30 p.m., Monday through Friday, however these hours may include weekends and evenings, as necessary. The University will make reasonable efforts to limit any inconvenience to the Students by providing ample notice of such repairs or maintenance, if entry into the room is required.

8. UNIVERSITY REGULATIONS

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

B. The Student shall abide by the Student Conduct Code, Residence Hall Regulations, and all other policies of the University, including but not limited to University regulations concerning alcohol, smoking, illegal drugs, firearms, weapons, animals, guests and residence hall entry procedures, all of which are made a part of and specifically incorporated into this License Agreement.

C. The Student shall not violate any rules governing the University Residential Facility or use the Room for any disorderly purpose or in such a manner as to interfere with the rights of other students in their academic pursuits. Violations of published University policies or the rules governing the University Residential Facility, as set forth in the provisions of this License Agreement, may subject the Student to disciplinary action, except as provided for in Section 10C.

D. In accordance with the laws of the District of Columbia, which prohibits smoking in enclosed public areas, and to ensure the health and safety of residents, smoking is prohibited in all University Residential Facility 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. Due to the shared use of University Residential Facilities during the summer, resident students who are 21 years of age or older may not possess, consume, or distribute alcohol (to other individuals who are also 21 years of age or older) in campus housing.

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

11. CELL PHONE

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

12. EMERGENCY CONTACT

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

13. 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.

D. Any student who applies for and receives a housing assignment for the Summer Term, and subsequently cancels the housing assignment prior to the scheduled move-in day will not have any cancellation fees.

E. Any student who cancels on or after their move in day but has not moved in, will be subject to the daily rate of the room of a minimum of 21 days.

F. No Cancellations are accepted after a student has moved-in

14. MISCELLANEOUS PROVISIONS.

Time shall be of the essence in the performance of each of the Student obligations under this License Agreement. This License Agreement shall be governed by the laws of the District of Columbia. The courts of the District of Columbia shall have sole and exclusive jurisdiction over any disputes arising pursuant to this License Agreement. If any provision of this License Agreement shall be determined to be invalid, the remaining provisions shall continue to be in full force and effect. In the event of any determination of a court of any University liability to the Student in connection with this License Agreement, the aggregate amount of damages to be paid by the University shall not exceed the total amount paid by the Student to the University under this License Agreement.