

**American University**  
Housing & Residence Life License Agreement  
Summer 2021

**1. INTRODUCTION** American University (hereinafter “University”) enters into this Housing License Agreement (hereinafter “License Agreement”) with student (hereinafter “Student”). This License Agreement is effective as of the date the Student signs it.

The purpose of this License Agreement is to establish certain financial and other relationships between the University and the Student relating to the Student’s: occupancy in residence halls including any facility that the University may now or hereafter own, lease, or otherwise arrange to make available for student housing (hereinafter "University Residence Halls"). This License Agreement shall constitute only a license and shall not be deemed to constitute a lease or to create or transfer any interest or a lien on real estate. The University Residence Halls includes the halls and any areas contiguous to the halls, as well as properties managed by AU Housing & Residence Life (hereinafter “HRL”) to include any apartment buildings leased by the University, including the Frequency Apartments. The University reserves the right to terminate this License Agreement at its discretion. The relationship between the University and the Student shall be subject to the terms and conditions in this License Agreement. The Student acknowledges that he or she will not be eligible for a refund of costs or fees if: 1) the University Residence Hall closes, 2) access is restricted during the term, or 3) if the term of this License Agreement is adjusted.

THIS AGREEMENT IS BINDING FOR THE DATES OF SUMMER STAY BETWEEN SATURDAY, MAY 8, 2021, AND SUNDAY, AUGUST 8, 2021, AND CONSTITUTES AN OBLIGATION TO PAY THE UNIVERSITY FOR THE RIGHT OF OCCUPANCY IN THE UNIVERSITY RESIDENCE HALLS.

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

The Student signing this License Agreement or application electronically shall be held responsible for following all of its terms and conditions. The Student acknowledges that the authentication procedures for the University’s web portal or web application shall serve as his or her electronic signature. Applications submitted electronically, which are followed by a subsequent housing assignment by the University, enters the Student into a legally binding contract with the University and financially obligates the Student to pay for the full term of the License Agreement. Electronic submission of the application information does not guarantee confirmation of a housing assignment. No oral statement made by any HRL representative shall be considered a waiver or modification of any terms or conditions.

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

**2. ELIGIBILITY** Occupancy in the University Residence Halls is open to all University students in good standing, regardless of race, color, religion, national origin, sex, age, disability, marital status, personal appearance, sexual orientation, gender identity and expression, familial responsibilities, political affiliation, source of income, matriculation, veteran status, an individual's genetic information or any other bases under federal or local law ("Protected Basis"). All resident Students are subject to all applicable policies and procedures established by the University. Students who fail to apply for housing by the stated deadline may be placed on a waitlist for housing and may be housed if/when space is available.

To be eligible for residence in a University Residential Facility during the Summer 2021 semester, the Student must be registered as an undergraduate or graduate/professional Student at the University for the Summer 2021 semester and/or Fall 2021 semester or have graduated from the University in May 2021. The Student must meet these requirements, unless waived in writing by the Director of Housing or his or her designee.

**3. DATES OF OCCUPANCY** shall mean the Student's acceptance of assigned accommodations by officially checking into the University Residence Hall by following a prescribed process.

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

The adjustment for room charges will be determined in accordance with Section 9.

- A. Summer 2021 semester opening for Students new to University on-campus housing will be Saturday, May 8, 2021 at 3pm. The University is not able to accommodate requests for early arrivals.
- B. Summer 2021 semester Housing Assignments will be available between Thursday, May 6, 2021, and Saturday, August 7, 2020, with specific dates of Occupancy as requested by the Student Housing Application.
  - a. Summer residents are provided three time periods of occupancy:
    - 1. May 8, 2021 – August 8, 2021
    - 2. May 8, 2021 – June 27, 2021
    - 3. June 26, 2021 – August 8, 2021
- C. Spring to Summer Transition Housing: If the Student has a Spring 2021 semester Housing Assignment and is confirmed for a Summer 2021 Housing Assignment beginning on Thursday, May 6, 2021, then the Student may remain in his or her spring Housing Assignment or, at the discretion of the University, the Student may be assigned transitional housing between the end of the Spring 2021 semester and start of the Summer 2021 semester. The transition from Spring 2021 semester housing to Summer 2021 semester housing will take place beginning on Thursday, May 6, 2021. If the Student will not commence residency in the University Residential Facility for the Summer 2021 semester on Thursday, May 6, then the Student will be required to move out of his or her Spring 2021 semester Housing Assignment on Wednesday, May 5, 2021 at 12:00 noon, and may move into the University Residential Facility only on the Student's scheduled Summer 2021 semester Housing Assignment start date.
- D. Summer to Fall Transition Housing: If the Student has a confirmed Summer 2021 semester Housing Assignment and is confirmed for a Fall 2021 semester Housing Assignment, the Student may remain in his or her Summer Housing Assignment until Saturday, August 7, 2021, when the Student will move into the assigned Fall Housing Assignment in accordance with the Student's Fall 2021 semester housing license agreement. If the Student does not have a confirmed Fall 2021 semester Housing Assignment, the Student will be required to move out of the Summer 2021 semester Housing Assignment by Saturday, August 7, 2021 at 12:00 noon. All summer to fall transitions will take place on Saturday, August 8, 2021. No exceptions will be granted due to summer operations' close out and fall opening.

#### **4. PAYMENTS**

- 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 room assignment, the Student agrees to pay the University the appropriate charge for the specific room type as set forth in the University's published 2021-2022 Housing Rates <https://www.american.edu/ocl/housing/housing-rates.cfm>. Due to the nature of residential buildings, the University acknowledges that there may be variations on the overall size and shape between like units occupying the same number of students. No additional charge or credit will be assessed to the Student's account to accommodate for any size variations. Charges for student housing will appear on the student account.
- B. Summer 2021 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 9.
- C. 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.
- D. If the premises are assigned to more than one student, each student shall be responsible for his or her own payment but all shall be jointly and severally responsible for any damages beyond reasonable wear and tear, should the premises need or require repairs.

#### **5. GENERAL TERMS AND CONDITIONS**

A. University Residence Halls may have modified operations during Summer 2021. This means services such as housing, dining, maintenance, and other support services, may be provided using modified methods and/or become significantly limited. Resident Assistants may not be consistently available and on-campus staff, support facilities, and services may be limited and/or available only through online or remote access. University health services may have limited capacity to treat the Student if he or she becomes ill.

B. The Student agrees to use the premises for residential and educational purposes in accordance with this License Agreement and its general policies. The Student will not house any guest(s) in a University Residence Hall, including lounges or other building public spaces. The premises shall be used exclusively as residence hall lodging for study and living purposes by the Student and shall not be used as a salesroom, office, storage area, service area, or for any commercial purposes. Soliciting, selling, or promoting any goods or services in the University Residence Halls is prohibited.

C. The Student agrees and is responsible for documenting any damages within 24 hours of occupancy on the Room Inventory Form (RIF). Upon occupancy, the Student shall be responsible for reasonable care of the room and the furniture contained therein and shall report any damages to the room and/or furniture as soon as possible.

E. Only the Student may occupy the space assigned by the University. No assignment of rights or sublicensing shall be permitted under this License Agreement to a third party.

F. The provisions of this Section 5 shall not prevent the University, however, from reassigning, relicensing, or taking any other action permitted upon termination of this License Agreement under the provisions of Section 10 and 11.

G. Room assignments may be changed only upon written authorization from HRL. Prior to any change in room assignment, HRL requires that the Student use good faith efforts to resolve any conflicts that may arise, including but not limited to meeting with building staff and engaging in a discussion or mediation with their roommate(s). Under normal conditions, no changes of room assignments will be made during the first two (2) weeks or last four (4) weeks of each semester. Roommate assignments are made without regard to race, color, national origin, religion, or any other Protected Bases (as that term is defined in the University's Discrimination and Sexual Harassment Policy and available at <https://www.american.edu/policies/au-community/discrimination-and-non-title-ix-sexual-misconduct.cfm>)

H. The University reserves all rights concerning any room assignment, reassignment and/or adjustment in accommodations it may consider necessary. The University reserves the right to consolidate student space as the University sees fit (consolidation refers to reassigning students without roommates together to create more space). The University further reserves the right to make room changes during the year as deemed necessary by HRL. The Student's occupancy in the University Residence Halls may require room sharing with one or more fellow students. The University reserves the right to assign the Student to temporary space, when necessary, and to reassign the Student to permanent space as it becomes available. If a vacancy occurs in the room the Student is assigned to, the Student must maintain the open space so that it is ready for a new occupant at any time. The Student agrees to provide a welcoming environment for his or her roommate(s) in the room and any newly assigned occupant.

I. The Student's failure to occupy an assigned space by 5 p.m. on the first day of classes could result in the reassignment of the room to another student, unless the Student sends an advance written request for an extension of the arrival period and such request is granted in writing by HRL. If the Student fails to occupy the room assignment by the first day of classes, he or she may be subject to housing cancellation fees.

J. The University does not insure the Student's personal property. The University disclaims all liability and shall have no responsibility for any theft, damage, destruction, loss, etc., of any 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 an intentional or negligent act, failure to act, natural causes, fire or other casualty. The University shall have no liability for the failure or interruption of utilities or from conditions resulting from failure or interruption of the same. The University encourages the Student to obtain personal property insurance or have their parent's/guardian's insurance policy extended to include his or her personal property in the University Residence Hall.

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

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

M. The University may take photographs and video of the Student and/or the premises during events held throughout the year in the University Residence Halls, which may be utilized in University marketing and communication materials. In the event a Student objects to taking a photograph or participating in video filmed at the University Residence Hall, the Student shall immediately notify the event coordinator prior to the event.

## **6. CONDITION OF THE PREMISES**

A. The University agrees to use reasonable efforts to provide, and the Student agrees to use reasonable efforts to maintain, the assigned premises and all public areas in and around the premises and accessible to the Student in a clean, safe and sanitary condition. Upon termination of this License Agreement, the Student agrees to leave the assigned room, its furnishings, and its equipment in as good an order and condition as they were upon commencement of the occupancy, reasonable wear and tear excepted. University housing staff members will conduct an inventory of furnishings and make an assessment of room damages, if any, to the responsible individual(s). Any personal property left in a room following the expiration or termination of the License Agreement shall be deemed abandoned, and may be immediately disposed of by the University, with no liability for such disposal. The Student may be charged for the cost of removal or disposal of any abandoned property.

B. The Student shall make no alterations to the premises; shall not damage or permit damage to any part of the premises; shall not do anything that constitutes a fire or health hazard on the premises; and shall not permit the accumulation of waste and refuse within the premises. Violation of these terms and conditions by the Student may be the basis for disciplinary action, including, but not limited to, dismissal from the University Residence Halls and possibly, the University.

C. The Student agrees that he or she may not duplicate mailbox keys or access cards provided by HRL. The Student further agrees to pay a replacement charge, the amount of which will be stated at check in, for any mailbox keys or access cards which are lost or not returned to HRL when this License Agreement ends.

D. When leaving the University Residence Halls at the end of the year or when terminating housing during the school year, the Student agrees to follow the prescribed check-out procedures. The Student further agrees that, if he or she intends to leave the University Residence Hall permanently, the Student will notify HRL by submitting a housing cancellation form at least 48 hours prior to leaving the premises. HRL may assess a \$50 penalty to the Student's account for failing to follow the prescribed checkout procedures.

## **7. MAINTENANCE OF PREMISES, ACCESS, AND UTILITIES**

A. The University shall provide for general maintenance and upkeep of the premises, including the cleaning of common areas at scheduled times. The Student shall inform HRL or Facilities Management staff of any special maintenance or repairs required. Submission of a maintenance or repair request waives the notice required for entry into the space. General maintenance and repair work shall be performed at reasonable times. Facilities Management or HRL will perform maintenance and repairs as quickly as possible.

B. To ensure proper upkeep of the premises by the Student, the University shall have the right, after first having given reasonable notice, to enter and/or inspect the premises at any time. Inspections shall be performed at reasonable times, whether or not students are present, except in case of an emergency. The Student agrees not bring or store any Prohibited Items (as that term is defined by HRL) in the University Residence Halls (*see* <https://www.american.edu/ocl/housing/packing.cfm>). Any Prohibited Items found during inspections will be immediately confiscated and disposed of, without compensation or reimbursement to the Student. Each

Student shall comply with all health and safety regulations, at all times. The health and safety inspections are not intended to be a substitute for Student compliance.

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

D. The University may maintain limited common cooking facilities within the University Residence Halls (provided, however, that the Student maintains sanitary conditions), and laundry facilities for the Student's use. The University shall also provide to the University Residence Halls electricity, heat during cold seasons, cooling during warm seasons, hot and cold water, and shared sanitary facilities. The University shall have no liability for failure to provide these services, if and when such failure may be due to accidents, health or medical emergencies, epidemics, pandemics, governmental regulations, riots, strikes, shortages, or another condition beyond the University's reasonable control.

E. The Student shall save and hold harmless, indemnify and defend the University, its trustees, officers, employees, and agents from and against any liability to the Student or any invitees and guests for any property damage or personal injury occurring in the University Residence Halls, except where such property damage or personal injury is the result of a negligent act of the University.

F. The University shall be responsible for the maintenance of life safety equipment in the University Residence Halls. Such equipment shall include all sprinkler systems, hardwired smoke detectors and heat detectors, fire alarms, indicators and pull stations, and fire extinguishers. Altering or tampering with any life safety equipment is strictly prohibited and may result in disciplinary action against a student, up to and including termination from housing.

G. During the Summer 2021 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 and regulations of the District of Columbia and the United States of America.

B. The Student shall abide by the Student Conduct Code, University Residence Hall Regulations and any other regulations adopted and published by any governing bodies recognized by the University within the University Residence Halls; and University regulations governing the use of alcohol, smoking and illegal drugs, guest and hall entry procedures and unauthorized animals; all of which are made a part hereof and specifically incorporated into this License Agreement. University policies are available at the website:

<http://www.american.edu/policies/>

C. In the event of a pandemic, epidemic or other health or safety emergency, the Student shall abide by any policies, rules, or restrictions adopted and published under University authority, including but not limited to, those related to:

- i. Restricted or limited access to University Residence Halls;
- ii. Personal conduct such as requirements related to Social Distancing and the use of masks and other health safety devices while in common areas;
- iii. Allowing guests into University Residence Halls; and
- iv. Medical testing or contact tracing requirements.

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

- i. Alcohol is only allowed in the premises when all residents of that unit are 21 years of age or older;
- ii. Alcohol is prohibited in University Residence Hall common areas such as lounges, outdoor areas, hallways, and bathrooms;
- iii. Alcoholic beverages may not be delivered to University Residence Halls by mail or personal delivery by commercial businesses or suppliers; and
- iv. Quantities of alcoholic beverages permitted to be brought into or stored in any University Residence Hall are limited to reasonable amounts for the number of students assigned to the living unit. Residents are prohibited from possessing, furnishing, consuming, or serving from a large volume or common sources of alcohol, including but not limited to kegs, beer balls, and punch bowls.

## 9. CANCELLATION

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

B. If the Student seeks to cancel a housing application or assignment, the Student must submit the appropriate HRL cancellation form. Notification in any format other than the HRL cancellation form or notice to other employees or departments within the University does not constitute proper notification of a housing cancellation.

C. A current or returning student (not new to the University for the fall semester) who applies for and receives a housing assignment for Summer 2021, and subsequently cancels the housing assignment will be responsible for the following cancellation fees:

- a. Before selecting or confirming a room selection: No fee.
- b. From the date that a room is either selected or confirmed until 11:59 p.m. on the start of the summer session outlined in Section 3B: \$1,000.

D. Upon check-in for the summer housing assignment, the Student shall be responsible for the full cost of housing charges for the remainder of the Summer Semester.

10. **TERMINATION** The University may terminate this License Agreement for the following reasons:

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

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

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

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

E. In the event the License Agreement is terminated in accordance with Sections 11(A)-(D) above, the student shall vacate the space on or before the effective date of termination (“Termination Date”). After the Termination Date, the University shall be entitled to immediate possession of the space and may take any action necessary to secure possession, without any further notice of any kind to the Student. Any personal property left in the space by a student shall be considered abandoned property and the University may either dispose of or store the student’s personal property, without any liability for any damages or loss. The student may be liable for storage or disposal fees.

F. Students may submit an appeal of a housing cancellation or termination charges according to the procedures outlined in the HRL website. Appeals will be reviewed by a committee at the appropriate time. Students are encouraged to wait until an on-campus housing termination appeal has been granted before executing an off-campus lease.

G. If the Student fails to vacate the assigned space upon termination of the License Agreement, the Student will be deemed a trespasser and subject to all available remedies, including but not limited to, student disciplinary charges. A student whose License Agreement has been terminated may be refused assignment of housing space at a later date.

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

I. Students are advised to enroll in the tuition insurance plan to minimize financial losses should the Student suffer serious illness or accident and have to withdraw from the University before completion of the semester.

## 11. **ASSUMPTION OF RISK**

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

**12. ENTIRE AGREEMENT**

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

**13. 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: \_\_\_\_\_