

TERMS AND CONDITIONS OF THE HOUSING LICENSE AGREEMENT

Academic Year – Fall 2007 – Spring 2008

The George Washington University will provide a matriculated undergraduate student, who: (1) is registered for coursework, (2) does not financially owe the University for any prior balance in excess of \$500, and (3) is not *persona non grata* from Campus Housing lodging within GW Housing Programs residence hall system under the Terms and Conditions as stated below. Upon consideration of the foregoing, the student agrees:

1. This Housing License Agreement is valid for one academic year, consisting of Fall 2007 and Spring 2008 and will continuously be in effect throughout the Fall 2007 and Spring 2008 semesters as defined by the University Academic Calendar. Housing between the Fall and Spring semesters is available on a limited basis under separate agreement. The student agrees not to remain in residence after the termination date of this Housing License Agreement. Both parties agree that no month to month occupancy can occur after the termination date of this Housing License Agreement. The student understands that they should not to enter into any binding contract or lease with a third party for alternative housing accommodations for any time period concurrent with this Housing License Agreement. **If the student does so, it will not be grounds for termination of or release from this Agreement. These students will be responsible for all payments due hereunder whether the student takes occupancy of the Housing Assignment or not. Given the unique nature of the residence hall system, the University has no legal obligation to attempt to re-let the Housing Assignment in the event the student fails to take occupancy.**
2. The student submitting a Housing License Agreement electronically shall be held responsible to all of the terms and conditions of this Housing License Agreement once submitted. The authentication procedures for the GW Housing Program's Student Web Portal (identical to that of the GWeb Information Systems) 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 Housing License Agreement.** Electronic submission of application information does not guarantee confirmation of a housing assignment.
3. The student shall make the payments called for under this Housing License Agreement, at the times stated by the University, without any deduction whatsoever and without demand by the University. This Housing License Agreement is a legally binding contract and may not be terminated by the student for any reason including, but not limited to: financial aid need, desire to commute from home, medical reasons (other than as required by law), delay in receiving a housing assignment, lack of understanding that this Housing License Agreement is binding, changing circumstances or opinions about housing, Colonial Cash or a special hall or room type request. By submitting (electronic) or signing (paper) and delivering this Housing License Agreement, the student is committing to the terms and conditions set forth herein. Even if a student voluntarily vacates housing, but remains enrolled at the University, **payment will be due for the full license period of this Housing License Agreement.**
4. This Housing License Agreement is for housing space only and does not guarantee assignment to a particular hall or room, nor does it guarantee assignment with a specific roommate(s). The University cannot guarantee a student a particular accommodation. Assignments are made in accordance with established priorities and on the basis of available housing space. Assignments are made without regard to race, age, religion, national origin, sexual orientation, or disability. Assignments are made based on gender; rooms and units may only be occupied by individuals of the same gender. Due to the nature of many Campus Housing residence halls being former apartment buildings and hotels, the University acknowledges that there may be variations in overall size and shape between like units occupying the same number of students. No additional charge or credit will be assessed onto the student to accommodate for this variation. Housing rates are determined by the overall amenities each facility offers to a student, the specific amenities within a unit, and the overall number of students assigned to a unit.
5. Pursuant to an order of the Board of Zoning Adjustment (BZA), the University requires all first-year and second-year students to reside in on-campus housing. Exemptions to this residency requirement may be requested by completing the "Residency Requirement Exemption Request" form. Exemptions are only considered if submitted under published deadlines, are reviewed on a case-by-case basis, and can only be considered if one the following criteria are existent:
 - Students who are commuters from outside of the Foggy Bottom/West End area.
 - Students who have established permanent residency prior to enrollment or living with parent(s) or guardian(s) who have established permanent residency within the Foggy Bottom/West End area.
 - Students who are married.
 - Students with children.
 - Students with documented disabilities that cannot be accommodated within the residence hall living environment.
 - Students with religious beliefs that cannot be accommodated within the residence hall living environment.

6. A student, not required to reside in housing under section 5, may cancel this Housing License Agreement under the following circumstances listed in subsections A-F of this section. The student must notify GW Housing Programs in writing by completing the "Request to Cancel the Housing License Agreement" form. In the event of cancellation, the student will be charged a cancellation fee.
- A. Third- and Fourth-Year Students Assigned to Housing prior to April 2, 2007** (for Fall 2007 applicants only)
A third- or fourth-year student may cancel their housing assignment no later than April 2, 2007 with no cancellation fee.
 - B. Third- and Fourth-Year Students Assigned to Housing prior to May 4, 2007** (for Fall 2007 applicants only)
A third- or fourth-year student may cancel their housing assignment no later than May 4, 2007 and only be assessed a cancellation fee of \$300. Any third- or fourth-year student who requests to cancel their housing assignment after May 4, 2007 will be financially responsible for their housing charges for the entire academic year.
 - C. Students Assigned to Housing After May 4, 2007** (for either Fall 2007 or Spring 2008 applicants)
A student has five business days from the date of their assignment to cancel their housing assignment and only be assessed a \$300 cancellation fee to be charged to their student account if not otherwise required to live in on-campus housing by the Residency Requirement. For cancellations after five business days, the student will be financially responsible for the housing changes for the entire academic year.
 - D. Students Not Returning to the University**
A student not returning to the University for reasons of: graduation, being academically dismissed, or for government service will have their Housing License cancelled. Such student will not be assessed a cancellation fee provided that proper documentation is provided verifying the basis for not returning.
 - E. Students Studying Abroad**
Students studying abroad in a GW recognized program will not be assessed a cancellation fee provided that proper documentation is provided verifying that the student will be studying abroad in a GW recognized program.
 - F. Students Transferring to Another College or University or Taking an Academic Leave of Absence**
A student not returning to the University due to transferring must submit a copy of their official acceptance letter to another college or university with this form. A student taking an academic leave of absence must submit documentation from their GW school or college indicating an approved official leave of absence. A student transferring or taking a leave of absence will not be assessed a cancellation fee providing that proper documentation is provided verifying that the student will be transferring or taking a leave of absence.
7. In the event a student voluntarily withdraws or takes a leave of absence from the University, after the commencement of the License Period, refunds of housing charges are made in accordance with the following schedule:
- **Prior to October 1, 2007** (for Fall 2007 semester) and **February 1, 2008** (for Spring 2008 semester), on a pro-rated basis.
 - **Beginning October 1, 2007** (for Fall 2007 semester) and **February 1, 2008** (for Spring 2008 semester) **and any point thereafter**, none.
 - Colonial Cash is non-refundable, except to the extent allowable under the University's Withdrawal and Refund Policy for tuition.
 - Students receiving Title IV Federal Aid will be refunded in accordance with Federal guidelines.

Should a student, after withdrawing or taking a leave of absence, re-enroll at the University during a period covered by the Housing License Agreement, the terms and conditions of the Housing License Agreement shall again be in effect unless the student is granted an exemption by the Director of GW Housing Programs or designee.

8. A student agrees to observe and agree to be bound by all the rules and regulations of the University and of GW Housing Programs including those stipulated in the enclosed Residential Community Conduct Guidelines and Administrative Policies (RCCGs), the Code of Student Conduct (Code), any other publications by and available through GW Housing Programs, and all rules or modifications of rules, which shall be subsequently made. The student acknowledges that they have access to and understands the existing rules and regulations referred to in this section.
9. The University may terminate this Housing License Agreement and take immediate possession of the licensed premises occupied by the student at any time for the violation by the student of any of the terms and conditions of this Housing License, including, without limitation, default on aforesaid payments by the student when and as the same become due, or the violation of any rule of the University, or the violation of any health ordinance or regulation of the District of Columbia by the student, or whenever the student shall cease to be a registered student of the University. Students who fail to vacate the licensed premises upon termination of their Housing License will be deemed trespassers and will be escorted from campus. Students whose Housing License is terminated as provided in this section will be *persona non grata* from all campus residence halls, prohibited from requesting a future housing assignment and subsequent future Housing Licenses, and forfeit any previously made housing payments and Colonial Cash allocations.

10. A student with a balance of over five hundred dollars (\$500) owed to the University, who fails to register for a minimum of 12 credits or for a minimum of 3 credits when enrolled in the last semester culminating in graduation by the official University deadline each semester, or who carries any other encumbrances, may be prohibited from being assigned to residence hall space, or may be directed to vacate after obtaining said space with no refund. A student, after entering into this Housing License Agreement, who voluntarily registers for less than 12 credits, is not released from the financial obligations of this Housing License Agreement without written approval from GW Housing Programs. Those students who fail to register for classes by July 15, 2007 (for Fall 2007 semester) or January 1, 2008 (for Spring 2008 semester) are subject to reassignment and/or administrative cancellation of this Housing License Agreement at the sole discretion of the University.
11. The University expects students will welcome other students also assigned (or considering re-assignment) to their shared licensed space with the utmost courtesy and consideration. A student with a vacancy in their room should anticipate having a roommate(s) assigned to said vacant space at some point during the academic year. Students who inhibit or dissuade other students from moving into their room, and/or physically occupy the vacant space within their room are in violation of the terms and conditions of this Housing License Agreement and submit themselves to administrative, financial, and/or judicial action up to and including administrative moves and/or termination of this Housing License Agreement.
12. A student agrees to allow no other person to occupy the licensed space nor sublet the licensed space nor assign this Housing License Agreement to another person(s). This Housing License cannot be extended into a future license period.
13. A student understands that the University shall have the right at any time to transfer the student to another room and that the occupancy of such other room shall be subject to all terms and conditions herein, with the exception that the room charge assessed will be adjusted where appropriate.
14. A student understands that to maximize use of residence hall rooms, the student in a partially filled room may be reassigned to another room to consolidate space. The University has the exclusive right to consolidate rooms in order to maintain occupancy and accommodate additional students in housing. In units where vacancies exist, a student may be asked to relocate to a similar room within housing. Consolidation may occur within the same residence hall or between residence halls.
15. The University will designate specific residence halls to remain open between the Fall 2007 and Spring 2008 semesters. Students permanently assigned to these facilities who formally request winter break housing, by completing the "Winter Break Housing License Agreement" form, may take advantage of the winter break housing option. A student not permanently assigned to these facilities may request winter break housing within one of these facilities at the sole discretion of the University. An additional charge may be billed to the student's account for such winter break housing. The terms and conditions of this Housing License Agreement continue between Fall 2007 and Spring 2008 semesters for a student who makes such winter break housing arrangements.
16. A student shall neither make nor permit any alterations, modifications, or obstructions of or upon any part of the licensed space without the prior written approval of the University including but not limited to painting, disassembling, or altering any item or fixture, and not permit the doing of anything that shall constitute a fire hazard or other hazard, nor permit the accumulation of waste and refuse within the license space. A student will take reasonable action to protect the premises at all times, including prompt notification of defects and assisting the University in identifying individuals responsible for damage, theft, or loss.
17. A student shall be liable and promptly pay for the cost of correcting any violation of item 16 above and any damage to the residence hall, or any part thereof, or the damage or disappearance of any equipment, fixtures, or furnishings in any part thereof, whether caused by the student and/or a student's non-resident guest(s) in whole or in part including costs associated with the removal of any refuse or personal property left by the student in the licensed premises after vacating or termination of the Housing License Agreement. Damage assessments are made by the Office of Residential Property Management (RPM), are charged to their student account, and due at the times stated by the University, without any deduction whatsoever and without demand by the University.
18. A student assigned to housing, other than those students assigned to a Greek Townhouse or Scholars' Village Townhouse, are required to participate in the University's Colonial Cash program. A student will be allocated the Colonial Cash option which corresponds with their class standing based on semester hours earned. The student agrees to be bound by and abide by all policies with respect to the use of their GWorld card, including those applicable to Colonial Cash use. The student agrees to waive any and all rights to a refund for any unused Colonial Cash funds while still a student at the University because of special diet, medical reasons, religious requirements, conflicting schedules, or University activities. The option exists to voluntarily add additional Colonial Cash above the mandatory minimum. The Colonial Cash Program is managed by the GWorld Card Office.
19. A student agrees that, whether or not due to the negligence of the University, the University shall not be responsible for any property of the student, which may be lost, damaged, or stolen, or for any loss thereof occasioned by fire, the elements, or other casualty, including water damage. All property of the student shall be within the licensed premises at the student's own risk, and the student acknowledges responsibility to obtain whatever insurance may be required to cover any loss or damage arising out of occupancy of the licensed premises.

20. The University shall have the right to close any residence hall in which said room is located as well as any food service venue during stated periods for health and safety reasons and at the end of any semester and the academic year. In the event of an emergency requiring a student to remain at the University, the University, at its option, may temporarily assign the student to another room and/or provide for alternative dining arrangements.
21. The University reserves the right for authorized representatives of the University to enter the licensed premises at any time for the repair and maintenance of the licensed premises, or the inspection thereof, pursuant to the University rules and regulations. The University further reserves the right for its staff and special police to enter and inspect/search the licensed premises at any time and its contents for violations of law and of University or residence hall policies, including but not limited to: possessing illegal substances or substances believed by staff to be illegal, or conducting activities that could endanger the life, safety, order or welfare of self or other members of the University community.
22. The University shall have the right, but not the obligation, to conduct random health and safety inspections in all residence hall rooms. Any "prohibited items" found during the inspections will be immediately confiscated and disposed of without compensation. The "prohibited items" are listed in the Residential Community Conduct Guidelines and Administrative Policies (RCCGs); by entering into this Agreement the student acknowledges and agrees to confiscation and disposal without compensation. Judicial action may result from severe or repeated health and safety violations. It is the responsibility of each resident to comply with the University's health and safety regulations. The health and safety inspections are not intended to be a substitute for such responsibility. The Office of Risk Management or designee will conduct these inspections.
23. When a student vacates the licensed space, or upon termination of this Agreement, the student will remove all personal property and leave the room and any furnishings, fixtures, and appliances clean, with reasonable wear and tear excepted. The student acknowledges that items left in the premises after vacating or termination of the Housing License Agreement shall be deemed to be abandoned property and immediately disposed of by the University, in its sole discretion. Any costs incurred by the University associated with such disposal will be the financial responsibility of the student abandoning the property. There is no obligation on the University to store any items deemed as abandoned left in the licensed space, nor to reimburse the student for any loss.
24. The student acknowledges that all keys and card-keys to the licensed space and in the student's possession during the License Period are the property of the University and must be returned after vacating or termination of the Housing License Agreement, and that the student will be financially responsible for the loss of any keys and card-keys, including costs associated with lock changes and production of replacement keys and card-keys. Management of keys and card-keys and any charge assessments are made by the Office of Residential Property Management (RPM), are charged to their student account, and due at the times stated by the University, without any deduction whatsoever and without demand by the University.
25. If a student's licensed space is in one of the following listed buildings: (Schenley, West End, Building JJ, and any Scholars' Village Townhouse), the student must review, manually sign, and return to the University by mail or in person to the Office of Residential Property Management (RPM), the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" form (posted on the Risk Management Web site at: <http://www.gwu.edu/~riskmgnt/leadpaint.dis.cfm>) prior to occupancy and commencement of the license period.
26. A student wishing to appeal any housing policy decision or charge must do so officially in writing. A student forfeits any rights to an appeal matters that have not been raised once a new license period begins. Letters are to be addressed to the Director of GW Housing Programs, Occupancy. Appeal letters must be typed and include the name and GWid number of the student. The student is required to submit any official documentation to support their request of an appeal. The merits of any appeal will be based solely on the written letter, supporting documentation provided, information conveyed verbally, and records maintained by GW Housing Programs and the University. Appeal decisions will be communicated to the student in writing.