

**THE GEORGE WASHINGTON UNIVERSITY
GW HOUSING PROGRAMS
GRADUATE HOUSING APPLICATION AND LICENSE AGREEMENT, AY 2007-2008**

This Agreement is made between The George Washington University as Licensor, hereinafter referred to as "the University", and the individual named below as Licensee, hereinafter referred to as "the Student." The University and the student hereby agree that the University will license a Graduate housing assignment to the student subject to the terms and conditions of this Agreement.

Student Name: _____ GWid/SSN: _____

Permanent Address: _____

Current Address: _____
(If different than above) _____

Permanent Phone Number: _____ Cell Phone Number: _____

E-mail Address: _____ Date Submitted: _____

Housing Assignment: Building: **Hall on Virginia Avenue (HOVA)** Room: _____
(To be completed by staff)
License Period: **Academic Year, Fall 2007 - Spring 2008**
Commencing: **August 1, 2007** Terminating: **May 31, 2008**

The parties hereto have duly executed the License in accordance with the Terms and Conditions enumerated on this Graduate Housing Application and License Agreement and as stipulated in the Residential Community Conduct Guidelines and Administrative Policies for Fall 2007-Spring 2008, (posted on the GW Housing Programs Web site found at: <http://gwired.gwu.edu/gwhousing/forms> and at the GW University Policies Web site at: <http://policy.gwu.edu>). These administrative policies are incorporated herein and made a part of this document. The student acknowledges that he or she has read, understands, and agrees to abide by said paragraphs and regulations and policies.

Seth D. Weinshel Director, Assignments GW Housing Programs for The George Washington University	_____ Student Signature Date
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RETURN THIS COPY OF THE GRADUATE HOUSING APPLICATION AND LICENSE AGREEMENT, SIGNED BY THE STUDENT AND DELIVERED TO:

**The George Washington University
GW Housing Programs
2129 Eye Street NW, Washington, DC 20052
(202) 994-2552, fax (202) 994-1422**

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**TERMS AND CONDITIONS OF THE GRADUATE HOUSING APPLICATION AND LICENSE AGREEMENT
Academic Year – Fall 2007 – Spring 2008**

The George Washington University will provide a matriculated Graduate 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 Graduate Housing Application and 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. For the purposes of Graduate Housing, the Fall 2007 semester is defined as August 1, 2007 through December 31, 2007 and the Spring 2008 semester is defined as January 1, 2008 through May 31, 2008. Graduate Housing is opening continuous from the start date to the end date, including dates that are otherwise defined as break periods by the University (Thanksgiving, Winter and Spring Break). The student agrees not to remain in residence after the termination date of this Graduate Housing Application and License Agreement. Both parties agree that no month to month occupancy can occur after the termination date of this Graduate Housing Application and 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 Graduate Housing Application and 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 shall make the payments called for under this Graduate Housing Application and License Agreement, at the times stated by the University, without any deduction whatsoever and without demand by the University. This Graduate Housing Application and 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 Graduate Housing Application and License Agreement is binding, changing circumstances or opinions about housing. By signing and delivering this Graduate Housing Application and 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 Graduate Housing Application and License Agreement.**
3. This Graduate Housing Application and License Agreement is for housing space only and does not guarantee assignment to a particular room. 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.
4. A student may cancel this Graduate Housing Application and License Agreement under the following circumstances listed in subsections below. The student must notify GW Housing Programs in writing by completing the "Request to Cancel the Graduate Housing Application and License Agreement" form. In the event of cancellation, the student will be charged a cancellation fee.
 - A. **Students Assigned to Housing**
Prior to June 15, 2007, any student may cancel their housing assignment and only be assessed a \$300 cancellation fee, to be charged to their student account, rather than be assessed the entire housing charge. **Any student who requests to cancel their housing assignment after June 15, 2007 will be financially responsible for their housing charge for the entire academic year.**
 - B. **Students Assigned to Housing After June 15, 2007**
When assigned after June 15, 2007, a student has 5 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, rather than be assessed the entire housing charge. **For cancellations after 5 business days, the student will be financially responsible for the housing charges for the entire academic year.**
5. 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 September 1, 2007** (for Fall 2007 semester) and **February 1, 2008** (for Spring 2008 semester), on a pro-rated basis.
 - **Beginning September 1, 2007** (for Fall 2007 semester) and **February 1, 2008** (for Spring 2008 semester) **and any point thereafter**, none.
 - Students receiving Title IV Federal Aid will be refunded in accordance with Federal guidelines.

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

6. 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 published 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.
7. The University may terminate this Graduate Housing Application and 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 Graduate 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 Graduate Housing License will be deemed trespassers and will be escorted from campus. Students whose Graduate 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 Graduate Housing Licenses, participation in the Columbia Plaza Housing Program, and forfeit any previously made housing payments.
8. A student with a balance of over five hundred dollars (\$500) owed to the University, who fails to register for coursework 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. Those students who fail to register for classes by September 1, 2007 (for Fall 2007 semester) or January 15, 2008 (for Spring 2008 semester) are subject to administrative cancellation of this Graduate Housing Application and License Agreement at the sole discretion of the University.
9. A student agrees to allow no other person to occupy the licensed space nor sublet the licensed space nor assign this Graduate Housing License to another person(s). This Graduate Housing Application and License Agreement cannot be extended into a future license period.
10. 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.
11. 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. All units will be furnished with one set of the following furniture: bed, mattress, desk, desk chair, and dresser.
12. A student shall be liable and pay promptly for the cost of correcting any violation of item 11 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 Graduate Housing Application and License Agreement. Damage assessments are made by the Office of Residential Property Management (RPM), are charged to their student account, and due at times stated by the University, without any deduction whatsoever and without demand by the University.
13. 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.
14. The University shall have the right to close the residence hall in which said room is located as well as any food service venues 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 the 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.

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15. The University reserves the right for authorized representatives of the University to enter the licensed premises at any time and without notice 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.
16. The University shall have the right, but not the obligation, to conduct random health and safety inspections in all residence hall rooms at any time and without notice. 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 Graduate Housing Application and License 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.
17. 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 Graduate Housing Application and 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 reimburse the student for any loss.
18. 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 Graduate Housing Application and 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), and 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.
19. 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. Appeal letters must be typed and include the name and GWid/SSN 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.