

# THE GEORGE WASHINGTON UNIVERSITY UNDERGRADUATE HOUSING LICENSE AGREEMENT FALL 2020 – SPRING 2021

This Housing License Agreement ("Agreement") is made between the George Washington University as Licensor, hereinafter referred to as "the University" or "GW", and the individual named below as Licensee, hereinafter referred to as the "Student" or the "Resident." The University and the Student hereby agree that the University will license a housing assignment to the Student subject to the following, including, without limitation, the requirement that the Student participate in the GW Dining program.

TERM OF LICENSE AGREEMENT: Academic Year, FALL 2020 - SPRING 2021

This Agreement includes the **Terms and Conditions of the Undergraduate Housing License Agreement** ("Terms and Conditions") set forth below, and the Code of Student Conduct ("Code") for the GW academic year FALL 2020- SPRING 2021. The Terms and Conditions may be revised periodically; the most current version will be available on the <u>GW Campus Living and Residential Education</u> website. Student acknowledges that they have read, understand, and agree to abide by the Terms and Conditions and the Code. If a revision is made to these

**GW Dining Plan**. In accordance with Section 49 of the Terms and Conditions, Student agrees that they will participate in the University's dining program. GW Dining Plan charges will appear with housing charges on a student's accounts.

**Parking.** In accordance with Section 50 of the Terms and Conditions, Student agrees that they have read, understand and agree to abide by the University's <a href="One-Campus Parking Restrictions Policy">One-Campus Parking Restrictions Policy</a> that First- and Second-Year students are prohibited from bringing cars to the Foggy Bottom Campus, except in exceptional circumstances. More information on this policy can be found on the <a href="GW University Policies">GW University Policies</a> website.

# TERMS AND CONDITIONS of the HOUSING LICENSE AGREEMENT Academic Year – FALL 2020 – SPRING 2021

Pursuant to these terms and conditions ("Terms and Conditions"), the University will license a housing assignment ("licensed space") to an undergraduate Student, who: (1) is a degree seeking, matriculating student; (2) is registered for a minimum of 12 credit hours; (3) does not owe the University for any prior balance in excess of \$1000; and (4) is not otherwise prohibited from campus housing within the GW Campus Living and Residential Education (CLRE) residential system. Notwithstanding the foregoing, Student may enter into this license agreement despite not meeting the requirements specified in the foregoing sentence if otherwise permitted by the Student Accounts Office or the University Registrar. Upon consideration of the above-mentioned, Student agrees:

#### **Electronic Signature**

1. Upon electronic submission of a housing application through GW CLRE e-Services, Student agrees to these Terms and Conditions of the Housing License Agreement. The electronic submission of the application and the authentication procedures used by GW CLRE e-Services (identical to that of the GWeb Information Systems) serve as Student's electronic signature. The assignment of housing by the University in response to Student's application enters the Student and University into a legally binding agreement governed by these Terms and Conditions, and Student will be fully responsible for all fees and charges due, pursuant to this Agreement. Electronic submission of the housing application by Student does not guarantee Student will receive a housing assignment.

# **License Agreement Dates**

- 2. The terms of this Agreement are pursuant to the type of application Student has completed (e.g. Fall Only, Spring Only, Academic Year) (the "License Term(s)"). The time frames for the License Terms for the 2020-2021 Academic Year are provided on the CLRE website. Student agrees to vacate the licensed space on a date that no later than the end of the final semester of their License Term in GW housing during the 2020-2021 Academic Year. Both parties agree that no month-to-month occupancy will occur after the termination date of this Agreement.
- 3. Student understands that they should not enter into any binding contract or lease with a third party for alternative housing accommodations for any period concurrent with the term of this Agreement. If Student does so, any alternative accommodation will not be a basis for terminating or seeking a release from this Agreement. Student will be responsible for all payments due, whether or not they occupy of their assigned licensed space at any time during the Academic Year. Given the unique nature of the residential system, the University has no legal obligation to attempt to re-assign the licensed space in the event Student fails to take occupancy.
- 4. Student is responsible for ensuring that they are properly checked in to and out of the licensed space. Until Student is properly checked out of the licensed space, Student will, in accordance with Section 43 of these Terms and Conditions, continue to be responsible for any damage to the licensed space, or any part thereof, including damage, tampering, or disappearance of any equipment, fixtures, or furnishings or any part thereof, even if the Student has moved out early or before roommates have vacated the licensed space.

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5. This Agreement will terminate automatically 24 hours after Student's last examination during the License Term or on the end date of the License Term provided on the CLRE website, whichever occurs first, unless otherwise terminated as may be permitted in accordance with the terms of this Agreement. Except in unusual circumstances and pursuant to arrangements approved in advance by GW CLRE staff, Student and Student's personal property must be removed from the licensed space at the termination of this Agreement. Notwithstanding the foregoing, graduating students attending GW Commencement activities in person may remain until noon of the day following Commencement exercises.

### **Early Termination of License Agreement**

- 6. If Student has not registered for classes with the University within 24 hours of the registration deadline established by the Registrar's Office for either the Fall or the Spring semesters, this Agreement may be terminated by the University. Unless otherwise permitted by the Student Accounts Office or the University Registrar (as appropriate), if Student has a balance of over one thousand dollars (\$1000.00) owed to the University, fails to register for a minimum of 12 credits (or fails to register for a minimum of 3 credits when enrolled in their last semester prior to graduation) by the official University deadline each semester, or carries any other encumbrances or overdue balance, Student may be ineligible for assignment to a licensed space, or may be directed to vacate said licensed space without refund of housing fees or charges on their Student Account.
- 7. If Student, after entering into this Agreement, chooses to register for fewer than 12 credits, they will not be released from the financial obligations of this Agreement without prior written approval from GW CLRE. Failure to register as a full-time student will not affect Student's financial obligation for housing costs for the period of Student's Agreement. If Student fails to register for classes by the deadline for Fall 2020 semester or for Spring 2021 semester (as appropriate), Student may be subject to reassignment and/or an administrative termination of this Agreement at the sole discretion of the University. Student may petition GW CLRE to request to remain in residence a degree-seeking student enrolled in fewer than the requisite 12 credits of academic work during each of the Fall and Spring semesters.
- 8. The University may terminate this Agreement and take immediate possession of the licensed space occupied by Student at any time during the License Term in its sole discretion due to the violation of the Terms and Conditions of this Agreement, including, without limitation, default on housing payments when they become due; violation of any law, University regulation, directive or policy; violation of any health ordinance or regulation of the District of Columbia; or should Student cease to be registered at the University. The University may also terminate this Agreement where the University determines it to be in the best interest of the health and safety of the University community. If Student fails to vacate the licensed space upon termination of this Agreement, they may be subject to student conduct or legal action, will be deemed a trespasser, escorted from campus and all personal items will be removed by the University and discarded. If this Agreement is terminated as provided by this Section 8, Student will be prohibited from requesting a future housing assignment with GW CLRE, from staying overnight in any University residential facility, and will be required to forfeit any previously made housing and GW Dining Plan payments.

#### First, Second and Third-Year Residency Requirement

9. Pursuant to an order of the DC Zoning Commission, the University is required to house all first- and second-year students in oncampus housing, subject to the exceptions set forth on the CLRE website. Per GW policy, all third-year students are also required to reside in on-campus housing, subject to the exceptions set forth on the CLRE website. Exemptions to this residency requirement may be requested by electronically completing the Residency Exemption Request form and submitting proper documentation to GW CLRE via CLRE e-Services. Student must request an exemption to live off-campus for the term of the Housing License Agreement prior to entering in to the Housing License Agreement. In the event Student experiences a change of circumstances during the Term of License Agreement, Student may pursue an exemption request by appeal.

#### **Cancellation of License Agreement**

10. If circumstances change and Student seeks termination of this Agreement pursuant to the terms of a housing exemption, the Student may request cancellation of this Agreement in accordance with requirements set forth on the CLRE website. To request cancellation, Student must notify GW CLRE in writing by completing the Housing Cancellation Request form via GW CLRE e-Services. Student may be charged a cancellation fee. If Student cancels their housing prior to or during the Fall semester, Student's housing assignment shall also be terminated for the Spring semester.

#### **Payment**

11. Without exception or demand by the University, Student shall make the full payments required by this Agreement through Student Accounts Office at the times stated by the University. This Agreement is a legally binding contract and may not be terminated or suspended by 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 Agreement is binding, changing circumstances or opinions about housing, the GW Dining Plan or a special licensed space or room type request. Even if Student voluntarily vacates housing, but remains enrolled at the University, payment will be due for the full Term of License Agreement. Notwithstanding the foregoing, should the University no longer be able to provide housing to Student, Student may be eligible for a partial refund of their housing payment pursuant to the published prorated daily refund rate for housing.

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### Occupancy and Use of Licensed Space

- 12. Student agrees that they will not allow another person(s) to occupy the licensed space, sublet the licensed space, or assign this Agreement to another person(s). This Agreement cannot be extended beyond the stated term of this license agreement.
- 13. This Agreement is for licensed space only, and does not guarantee assignment to a particular campus, residential facility, suite or room for any particular time nor does it guarantee assignment with a specific roommate(s). The University cannot guarantee Student an assignment to a particular residential facility, room type, or with a specific roommate(s). Assignments are made in accordance with established priorities and based on available housing inventory. Because many residential facilities were apartment buildings and hotels before their conversion, the University acknowledges that there may be variations in overall size and shape between like units occupying the same number of residents. No additional charge or credit will be assessed to Student's account to accommodate for this variation. Housing rates are determined by the overall amenities each residential facility offers, the specific amenities within a unit, and the overall number of residents assigned to a unit.
- 14. As a rule, room/residential licensed space swaps and changes requested by Student will be considered based on a timeline published by GW CLRE. Outside of the designated timeframe, changes can be made only under special circumstances, if the alternative space desired is determined to be vacant, and if approved by GW CLRE. GW CLRE shall oversee the room swap and change processes for all residential facilities. Unauthorized moves, unauthorized use, possession, duplication or transfer of access cards, and/or GWorld cards may result in conduct action, a return to the original room, and/or possible loss of future participation in housing assignment processes. Inasmuch as possible, Student will be given forty-eight (48) hours' notice prior to receiving a new roommate, except in cases where immediate relocation is necessary. The University may suspend consideration of requests for licensed space swaps or changes at any time, in its sole discretion, including but not limited to for reasons related to the health and safety and the university community.
- 15. Room/residential facility changes made by GW CLRE after the beginning of the semester shall be based on the date of the request and/or priority of request as determined by GW CLRE staff. All students are eligible to participate, but changes are made only as spaces become available and are allocated by GW CLRE. Approved room changes made between the Fall and Spring semesters must be completed before departure for winter vacation. The licensed space being vacated must be completely vacated in order to permit assignment of a new student entering the space for the second semester. When applicable, if Student fails to move before vacation, or fails to move out of their licensed space to allow space for incoming student(s), Student will be charged for occupying the licensed space as well as the labor and time expended by staff and housekeeping personnel to clear licensed space, as well as possible packing, storage and/or transportation costs. The University will assume no responsibility for loss or damage of articles in the accomplishment of this action.
- 16. Student acknowledges and understands that the University shall have the right at any time to transfer or administratively move Student to another room or residential facility on a temporary or permanent basis, and that the occupancy of the new housing assignment shall be subject to all Terms and Conditions herein, with the exception that the financial room charge assessed will be adjusted where appropriate.
- 17. Student acknowledges and understands that to maximize efficient use of residential facilities, if Student's licensed space is in a partially filled room, the University may reassign Student 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 the residential facilities. Where vacancies exist, Student may be asked to relocate to a similar room within the residential facilities. Consolidation may occur within the same residential facility or between residential facilities.
- 18. If Student leaves the residential facility due to a medical emergency and the University becomes aware of the emergency, the Student may be connected with the appropriate university personnel prior to returning to the residential facility for a discussion regarding safety measures and resources.
- 19. If Student's behavior or actions disturb the peace of the residential facility, or require excessive or continuing intervention from the CLRE and/or other University staff, this license may be terminated, or the student may be moved or relocated to another licensed space and residential facility, and may be charged and sanctioned in accordance with university policies.
- 20. The use of residential facilities and the licensed space are limited to residential student housing use, and are not to be used for any business or commercial use. This includes conducting business using an online service provided by the University over the Internet from a licensed space. All individuals must follow the <u>Acceptable Use Policy for Computing Systems and Services</u>. Fundraising activities by any individual, student groups, or organizations may be authorized within specific guidelines approved by the Dean of the Students or designee, and enforced by CLRE. Exceptions to this policy may be made at the University's sole discretion.
- 21. The University shall not be liable or financially responsible for any delay or failure to perform any terms or conditions of this Agreement due to a force majeure. For purposes of this Agreement, the term "force majeure" means Acts of God or Nature, extreme weather, earthquake, fire, flood, natural disaster, strikes, work stoppages or other labor disturbances, utility malfunctions, loss of electricity or power, riots or civil commotions, litigation, war or other act of a foreign nation, plague, epidemic, pandemic, power of government or governmental agency, or any other causes like or unlike any cause mentioned above, which is beyond the control of authority of the University.

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### Service Interruptions and Break Periods

- 22. The University has the right to close any residential facility, licensed space, or food service venue for any stated period due to health and safety concerns or other emergency. If a facility is closed during the semester, the university may provide alternative housing, as appropriate.
- 23. The University may in its discretion designate specific residential facilities to remain open during the Winter Break period between the Fall 2020 and Spring 2021 semesters, under such additional or different terms and conditions as may be adopted. If available, a student permanently assigned to these facilities who formally requests Winter Break Housing and is approved, may take advantage of the Winter Break Housing option; and a Student not permanently assigned to these facilities may request Winter Break Housing within one of these facilities, which may be granted at the sole discretion of the University. An additional charge may be billed to Student's account for such Winter Break Housing. Student who completes a Fall Only or Spring Only License Agreement is not eligible for Winter Break Housing.
- 24. During planned and unplanned break periods, there will be a reduction in services that may affect mail distribution and other administrative services. The George Washington University Police Department (GWPD) will be available 24 hours a day in case of emergencies.
- 25. The Terms and Conditions of this Agreement continue between Fall 2020 and Spring 2021 semesters for students with an Academic Year License Term.

## **Community Rights and Responsibilities**

- 26. Student agrees to observe and be bound by all the rules and regulations of the University and of GW CLRE including those stipulated in the Code of Student Conduct, as well as any other documents or notices issued by and made available through GW CLRE and the Office of Student Rights & Responsibilities, including and all rules or modifications of rules that shall be subsequently made. This includes following directives of university personnel including those made in the interest of the health and safety of the community. Student acknowledges that they have access to, and understands the existing rules and regulations referred to in this Section 26. In the event the University adopts a new policy or guidance that conflicts with the any term or conditions herein, the new policy or guidance will supersede and control. A list of resources, including some policies and other guidance, is included at the end of these terms and conditions.
- 27. The University expects Student will welcome other student(s) assigned (or considering re-assignment) to their shared licensed space with the utmost courtesy and consideration. Student may view current roommate information for their shared licensed space at any time, by visiting the GW CLRE e-Services website. If Student has a vacancy in their licensed space, Student should anticipate having a roommate(s) assigned to the vacant space(s) at some point during the academic year. If Student inhibits or dissuades other students from moving into the shared licensed space, and/or physically occupy the vacant space within the shared licensed space, Student is in violation of the terms of this Agreement and may be subject to administrative, financial, and/or conduct action.
- 28. George Washington University is a smoke free campus. Smoking is prohibited in and around all University owned and operated facilities, including residential facilities. Student is prohibited from smoking or inhaling any tobacco or other smoking product, by any method, including but not limited to, cigarettes, cigars, pipes, e-cigarettes, and hookahs inside or around a licensed space or a residential facility.
- 29. Student is a part of a community that includes fellow students, staff and visitors (when permitted), and is expected to act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. Should the actions of Student create a health or safety hazard for the community, the University may request or require Student to vacate their licensed space.
- 30. At any time, the University may direct Student to isolate or quarantine, should it be in the best interest of the health and safety of the University and members of the University community. Not all residence halls are appropriate for self-isolation or self-quarantine. In the event that the University determines that Student should be isolated or quarantined for public health reasons, Student shall follow University directions to isolate or quarantine in their Licensed Space or shall be administratively moved to another Licensed Space and building for isolation or quarantine purposes. If Student elects to isolate or quarantine in housing not provided by the University, such housing and the transportation to such alternative housing shall be at Student's expense. In the instance of any public health emergency on campus or within the District of Columbia and metropolitan area, the University will follow University and local emergency protocols. A request or requirement to isolate or quarantine does not constitute termination of this Agreement.

# **Visitation Policy**

31. Student will be held responsible for the behavior of their visitors and for their visitors' adherence to University and residential facility regulations/policies and federal and/or local law. Visitors include non-residents of a room or suite, including, but not limited to, other GW students as well as individuals not enrolled in the University, including family members. At any time, the University may limit or prohibit individuals not residing in Student's residence hall, including family members and other GW students, from entering residential facilities due to the health and safety interests of the community, visitors found to be in violation of the University's policies

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or the law may be subject to arrest, administrative and/or student conduct action by the University or may be escorted from the licensed space and barred from further entry into all residential and/or University facilities, dependent upon the persons affiliations with the University. If an individual is barred from further entry into residential or University facilities, their re-entry into these facilities may subject them to conduct action by the University and/or criminal prosecution for unauthorized entry.

- 32. Student must escort their non-resident visitors, including, but not limited to, other GW students, at all times. The University reserves the right for authorized representatives of the University to require proof of identity from any individual and may remove or bar any unescorted non-resident from residential or University facilities absent any other criminal acts or violations of University policies.
- 33. A primary obligation of GW CLRE is to ensure adequate study and sleep conditions for all residents. Visitation must not interfere with the reasonable safety, study, or sleep of roommates, suitemates, and neighbors. These priorities take precedence over residents' social activities. Student must be considerate of the rights and feelings of others and must respect the privacy of roommates and suitemates. Under typical circumstances, there are no restrictions governing hours when authorized visitors may be admitted to residential facilities. However, visitation policies for overnight visitors may be set out in a community compact or in other University directions, rules or regulations, in which case these policies must be followed.
- 34. Visitors and non-resident guests may not be issued access cards by staff, or given access cards or GWorld cards by any resident. Student may not have overnight visitors for more than eight (8) nights per month. Visitation is limited to no more than two (2) overnight visitors per student in each licensed space and the visitor's stay must be approved by all roommates or suitemates prior to the visitor's arrival. Overnight visitors may stay for no more than four (4) consecutive nights in any two (2) week period. No overnight visitors will be permitted during reading and examination periods, or during vacation periods. Additional limitations may be placed on the number of visitors Student may have at any one time. A residential facility may be closed to non-residents at any time in order to ensure the safety and welfare of the resident population.
- 35. Cohabitation is not allowed in the residence halls. Cohabitation is defined as a person using a residence hall room as if that person were living in the room but not actually being assigned as a resident of that room/suite.
- 36. Private and/or intimate behavior that creates a hostile environment is not acceptable.

#### **Room Care and Condition**

- 37. Student is responsible for the care and condition of their licensed space and any common areas. This includes regular cleaning and disinfection of surfaces and fixtures within the licensed space and shared common areas as directed by University officials. A room or suite that creates health hazards will be ordered to be cleaned by Student or by specific assignment of housekeeping personnel, if necessary. In the event Student fails to adequately complete the cleaning as ordered or fails to complete it within the time established by the University, the University reserves the right to complete the cleaning and to charge Student for all associated costs. Student may also be subject to administrative and/or conduct action.
- 38. Student is responsible for damage beyond normal wear and tear to University property. At move-in, Student will receive an electronic Room Condition Report (RCR). This RCR is to be completed, listing the furnishings and describing the condition of the licensed space. At move-out, the RCR will be used by a staff member, sometimes in the company of Student, to assess the condition of the licensed space. Any discrepancies not attributable to normal use will be charged to Student. If Student fails to check-out and fails to leave the room surfaces, furnishings, fixtures, and appliances clean and clear of debris, Student will be assessed a fee, in addition to the cost of damages or losses attributed to them. The RCR and damage assessment process is managed by GW Facilities Services and CLRE. If damage should occur in the licensed space or common-use areas, Student may not make repairs or hire outside contractors or vendors to perform repairs.
- 39. Student, individually and collectively, is responsible for maintaining the condition of their licensed space and common areas within the residential facility and furnishings therein and submitting <a href="Fix-It requests">Fix-It requests</a> if there are maintenance concerns. If Student litters, defaces, or damages common areas and areas surrounding the residential facility, Student will be charged for the cost of increased cleaning services required, or repairs and replacements as necessary. Student may also be subject to administrative and/or conduct action for damages caused. Charges for damage to common areas may be assessed and billed equally to all students of the residential facility where the damage occurred.
- 40. 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. Additionally, Student shall neither commit nor permit any action that could create or constitute a fire hazard or other hazard. Student will be financially responsible for any costs required to restore the licensed space. No object or material may be placed in, on, or hung from, in front of, or behind windows, which block transparency or alters the appearance of the windows or the exterior of the building. In addition, no object (i.e., signs, banners, aluminum foil, towels, sheets, ropes, wires, etc.) may be placed on the exterior of the building.

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41. Student will take reasonable action to protect the licensed space at all times, including prompt notification of defects by submission of <a href="Fix-It requests">Fix-It requests</a> and assisting the University in identifying individuals responsible for damage, theft, or loss. Doors, windows, window screens, window restrictors, and life safety devises including smoke detectors and sprinkler heads may not be removed, altered or tampered with in any way. All individuals are prohibited from accessing the roofs of the University's residential facilities, unless otherwise posted or approved in writing by authorized representatives of the University.

### **University Property**

- 42. Room furniture shall not be stored on balconies, roofs, or patios. Public area furniture shall not to be moved into student rooms or other non-designated areas. Any waterbeds, hot tubs, spas, (and the like) are prohibited. No loft, platform, or partitions of any kind, door installation or removal, or any other construction of any kind are permitted. In addition, furniture arranged by the University in order to facilitate social distancing within residence halls shall be maintained by the Student. If prohibited furniture is found or alteration to furniture or to its arrangement is made without permission, the University reserves the right to require removal of such furniture or restoration of the previous condition, as appropriate, at the cost of the Student, including for any damage sustained by the University. The hanging of clothing, banners, posters, lights, lit signs or the like in windows or outside of buildings is prohibited. The placement of food, plants, or other items on outside windowsills is prohibited. Violations of these terms may result in administrative and/or conduct action.
- 43. Student shall be liable and promptly pay for the cost of correcting any violation of the terms of Sections 37 through 42 above and any damage to the licensed space, or any part thereof, or the damage, tampering, or disappearance of any equipment, fixtures, or furnishings in any part thereof, whether caused by Student and/or a non-resident visitor(s) in whole or in part, including costs associated with the removal of any refuse or personal property left by Student in the licensed space after vacating or termination of this Agreement. Damage assessments are made by GW Facilities Planning, Construction, and Management (FPCM), are charged to Student's account by GW CLRE, and are due at the times stated by the University, without any deduction whatsoever and without demand by the University.
- 44. Student agrees that, whether or not due to the negligence of the University, the University shall not be responsible for any of Student's property or the property of their visitor(s), which may be lost, damaged, or stolen due to theft, fire, the elements, including water damage, or any other cause. A Student or their visitor(s) property shall be within the licensed space at Student's or their visitor(s) own risk. Student acknowledges responsibility to obtain whatever insurance may be required to cover any loss or damage arising out of occupancy of the licensed space. If Student does not already have coverage, the University encourages Student can visit the GW CLRE to learn more about GW's preferred Private Property Insurance vendor, available coverage options and to obtain coverage.
- 45. Upon termination of the Agreement, the Student must remove all personal property from the licensed space immediately. If it is not possible to do so or if the Student is otherwise directed by the University due to concerns with the health and safety of the community, the Student shall work with the University to arrange for subsequent removal of personal property within a time frame designated by the University (the "Removal Period"). All expenses related to removal, packing, storing, shipping, and/or disposal of items are the responsibility of the Student. There is no obligation on the University to pack, store, or ship any items left in the licensed space following termination of this Agreement, nor to reimburse the Student for any loss. The University reserves the right, however, to dispose of perishable items left in the licensed space. The Student acknowledges that all items left in the licensed space after termination of this Agreement and the close of any applicable Removal Period will be considered abandoned and may be disposed of by the University and the University shall not be responsible for any Student loss from such disposal. Upon vacating the licensed space or termination of the Agreement, Student must leave the room and any furnishings, fixtures, and appliances clean, with reasonable wear and tear accepted. Notwithstanding anything to the contrary in this Section 45, the University reserves the right, in its sole discretion to pack, store, and ship items left in the licensed space.

#### **Authorized Room and/or Building Access**

- 46. The University reserves the right for authorized University representatives to enter the licensed space at any time for any administrative purpose, including but not limited to the repair and maintenance or inspection of the space in accordance with University rules and regulations. The University further reserves the right for authorized University representatives to enter and inspect/search the licensed space and its contents at any time for violations of law and of University or residence hall policies, including, but not limited to: possessing illegal substances or items believed by staff to be illegal or prohibited, or conducting activities that could endanger the life, safety, order or welfare of self or other members of the University community. Any items found during the inspections that have the purpose of facilitating or enabling illegal or prohibited activity will be immediately disabled, confiscated and/or disposed of without compensation.
- 47. The University shall have the right, but not the obligation, to conduct random health and safety inspections in all rooms within a licensed space. Prohibited items are determined by Division of Safety & Security. Any <a href="Prohibited Item">Prohibited Item</a> found during the inspections will be immediately disabled, confiscated, and/or disposed of without compensation. By entering into this Agreement, Student acknowledges and agrees to confiscation and disposal of such prohibited items without compensation. Administrative or conduct action may result from health and safety violations. It is the responsibility of Student and Student's visitor(s) 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. Staff from the Department of Health and Safety or designee will conduct these inspections.

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48. The Vice President and Dean of Students or designee may authorize a thorough inspection or administrative search of a licensed space, and its contents for health and safety reasons and/or when there is reason to believe a violation of law, University policy, rule or regulation may have occurred. An inspection or search of the licensed space and its contents may also include a search of all personal effects of all residents of the licensed space and their visitors, including an inspection and review of the contents of any safe, found therein when the University has a reasonable basis to believe it may contain evidence of a violation of law or University or residence hall policies. The Dean of the Students or a designee will conduct an inspection or administrative search. Any "prohibited items" found during the search that have the purpose of facilitating or enabling illegal or prohibited activity will be immediately disabled, confiscated, and/or disposed of without compensation. The George Washington University Police Department (GWPD) may be contacted for items found that pose a substantial threat to person, property, or are prohibited by the University, which include, but are not limited to, illegal drugs, weapons, explosives, etc.

#### **Campus Dining**

### **Campus Parking Policy**

- 50. The University On-Campus Parking Restrictions Policy can be found at the <u>GW University Policies</u> website. Under the On-Campus Parking Restrictions Policy, Student is discouraged from bringing a vehicle to the Foggy Bottom or Mount Vernon Campuses. By entering into this Agreement, Student confirms that they have read and understand the On-Campus Parking Restriction policy, regardless of whether Student drives to the University or is eligible to have a car on campus.
  - A. Foggy Bottom Campus: In accordance with this policy and pursuant to DC Zoning Commission Order 06-11/06-12, all First-Year and Second-Year students are specifically prohibited from bringing vehicles and parking them in the Foggy Bottom/West End Area, except in exceptional circumstances. The Foggy Bottom/West End Area is bounded by 19th Street NW to the east, Constitution Avenue NW to the south, Rock Creek Park to the west, and N Street NW to the north. Exceptional circumstances may include, for example, transportation needs related to a disability or health condition of Student or member of his/her family. A First-Year or Second-Year Student seeking an exception due to exceptional circumstances must submit the request to GW Transportation and Parking Services by completing the Parking Requirement Exemption Request form. Any exemptions granted by GW Transportation and Parking Services will be done in consultation with the Division of Operations. If an exception is granted, the vehicle must be parked in a University parking facility.
  - B. **Mount Vernon Campus**: In accordance with this policy and pursuant to DC Zoning Commission Summary Order No. 09-19 regarding the Mount Vernon Campus, dated April 26, 2010, students, faculty and staff are prohibited from parking on the streets adjacent to and surrounding the Mount Vernon campus. Student who brings a vehicle to the Mount Vernon Campus is required to park on the campus itself.

#### **Updates and Modifications to the Agreement**

The University reserves the right to update and modify any of the Terms and Conditions of this Agreement, at any time and in its sole discretion, by posting a change notice or a new Agreement on the GW <u>Campus Living and Residential Education</u> website.

# **Appeals to Campus Living and Residential Education**

If Student wishes to appeal any on-campus housing policy decision or charge, they must do so in writing. Letters of appeal are to be addressed to the Assistant Dean of Students for Campus Living and Residential Education. Appeal letters must be submitted by Student, typed and include Student's name and GWID. Student is required to also submit any official documentation necessary to support their request of an appeal. The merits of any appeal will be based on the written letter, the supporting documentation provided, and the records maintained by GW CLRE and the University. Appeal decisions will be communicated to Student in writing.

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# **Links to Important Documents and GW Websites**

CLRE website: https://living.gwu.edu/

CLRE e-Services: https://my.gwu.edu/login/?tourl=/mod/rms/index.cfm

CLRE Housing License Agreement: http://living.gwu.edu/housing-license-agreement

Code of Student Conduct: <a href="https://studentconduct.gwu.edu/code-student-conduct">https://studentconduct.gwu.edu/code-student-conduct</a>

University Policies: <a href="http://compliance.gwu.edu/find-policy">http://compliance.gwu.edu/find-policy</a>

Parking Policy: http://my.gwu.edu/files/policies/ParkingRestrictionsFINAL.pdf

Parking Requirement Exemption Request form: <a href="https://transportation.gwu.edu/sites/g/files/zaxdzs2146/f/downloads/OPER-1718-15">https://transportation.gwu.edu/sites/g/files/zaxdzs2146/f/downloads/OPER-1718-15</a> TransportationServicesParkingRequirementExemptionRequestForm FINAL.pdf

Prohibited Items List: https://safety.gwu.edu/prohibited-items-list

GW Dining: http://dining.gwu.edu

Acceptable Use for Computing Systems and Services: http://my.gwu.edu/files/policies/Acceptable\_Use%20FINAL.pdf

Fix-It Website: <a href="https://my.gwu.edu/mod/fixit/login.cfm">https://my.gwu.edu/mod/fixit/login.cfm</a>

Personal Property Insurance: https://living.gwu.edu/insurance