

THE GEORGE WASHINGTON UNIVERSITY UNDERGRADUATE HOUSING LICENSE AGREEMENT FALL 2018– SPRING 2019

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.

STUDENT:	GWID:
DATE SUBMITTED:	
TERM OF LICENSE AGREE	EMENT: Academic Year, FALL 2018 - SPRING 2019
COMMENCING:	August 25, 2018 or January 12, 2019 (for SPRING 2019 applicants only)
TERMINATING:	December 21, 2018 (for FALL 2018 applicants only) or May 15, 2019 (all academic year applicants)
FALL 2018 Opening: Augu	st 25, 2018 at 8:00AM EST, FALL 2018 Closing: December 21, 2018 at 12:00PM EST
SPRING 2019 Opening: Ja	nuary 12, 2019 at 8:30 AM EST, SPRING 2019 Closing: May 15, 2019 at 12:00PM EST
	s the Terms and Conditions of the Undergraduate Housing License Agreement ("Terms and Conditions") and s of the Residential Community Conduct Guidelines ("RCCG") for the GW academic year FALL 2018- SPRING

and policies of the RCCG. If a revision is made to these materials, the Student will be notified via email. **GW Dining Plan.** In accordance with Section 45 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 Student's account for each semester.

2019. The Terms and Conditions and RCCG may be revised periodically; the most current version will always be available on the <u>GW Housing</u> Website. The Student acknowledges that they have read, understand, and agree to abide by the Terms and Conditions and the regulations

Parking. In accordance with Section 46 of the Terms and Conditions, Student agrees that they have read, understand and agree to abide by the <u>University's On-Campus Parking Restrictions Policy</u> regarding Freshmen and Sophomore students being prohibited from bringing cars to the Foggy Bottom Campus, except in exceptional circumstances. More information on this policy can be found on the GW University Policies website.

THE GEORGE WASHINGTON UNIVERSITY	STUDENT SIGNATURE and DATE OF BIRTH
Seth D. Weinshel Assistant Dean of Students, GW Housing & DSA Financial Services	(PARENT OR GUARDIAN SIGNATURE only if the student is under 18-years- old)

STUDENT ELECTRONICALLY SUBMITS THIS HOUSING LICENSE AGREEMENT (AND PARENT/GUARDIAN AS APPLICABLE) WHEN STUDENT APPLIES FOR HOUSING THROUGH GW HOUSING e-SERVICES.

TERMS AND CONDITIONS OF THE HOUSING LICENSE AGREEMENT Academic Year – FALL 2018 – SPRING 2019

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 persona non grata in relation to campus housing within the GW Housing residential system, pursuant to these terms and conditions ("Terms and Conditions") as stated below. Upon consideration of the above-mentioned, Student agrees:

Electronic Signature

1. Upon electronic submission of a housing application through GW Housing 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 Housing e-Services (identical to that of the GWeb Information Systems) serve as Student's electronic signature. The offer of a housing assignment 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 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). Student agrees to vacate the licensed space after the termination date of this Agreement. 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 time period concurrent with the term of this Agreement. If Student does so, it will not be accepted as grounds for termination of or release from this Agreement. Student will be responsible for all payments due whether or not they take occupancy of the licensed space. 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 39 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.
- 5. This Agreement will terminate automatically 24 hours after Student's last examination or on the termination date shown above on this Agreement, whichever occurs first. Except in unusual circumstances and pursuant to arrangements approved in advance by GW Housing staff, Student and Student's personal property must be removed from the licensed space at the termination of this Agreement, in accordance with terms of this Section 5. Notwithstanding the foregoing, graduating students may remain until noon of the day following Commencement exercises. Residence halls will close for graduating students on Monday, May 20, 2019.

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 Spring semesters, this Agreement may be terminated by the university. If Student has a balance of over one thousand dollars (\$1000) 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 Housing. Failure to register as a full-time student will not impact Student's financial obligation for housing costs for the period of Student's Agreement. If Student fails to register for classes by June 15, 2018 (for FALL 2018 semester) or December 7, 2018 (for SPRING 2019 semester), 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 Housing 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 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 University regulation or policy, violation of any health ordinance or regulation of the District of Columbia, or should Student cease to be registered at the University. If Student fails to vacate the licensed space upon termination of this Agreement, they may be subject to disciplinary 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 Housing, from staying overnight in any University residential facility, and will be required to forfeit any previously made housing payments and GW Dining Plan allocations.

First-, Second, and Third-Year Residency Requirement

9. Pursuant to an order of the D.C. Zoning Commission, the University is required to house all First- and Second-year students in on-campus housing, subject to the exceptions below. Per GW policy, all Third-year students are also required to reside in on-campus housing. Exemptions to this residency requirement may be requested by electronically completing the "Residency Exemption Request Form" and submitting proper documentation to GW Housing via GW Housing e-Services. Once the Housing License Agreement has been entered into, Student may not request an exemption to live off campus for the term of the Housing License Agreement

Exemption requests are reviewed on a case-by-case basis, and will <u>only</u> be considered if one the following criteria exists:

- Student who is a commuter from outside of the Foggy Bottom/West End area or is living with parent(s), guardian(s), or family member(s)
- Student who has established permanent residency prior to enrollment or living with parent(s), guardian(s), or family member(s) who have established permanent residency within the Fogqy Bottom/West End area.
- Student who is married or has an affidavit of domestic partnership.

- Student with child/children.
- Student with documented disabilities that cannot be accommodated within the residential living environment. Student must register with Disability
 Support Services and receive an accommodation that includes an exemption from housing prior to submitting an exemption request.
- Student with religious beliefs that cannot be accommodated within the residential living environment.
- Student who is a veteran of the armed forces and who is 20 years of age or older at initial enrollment.

Third-Year Housing Exemption Lottery

Third-year students interested in living off-campus will have the opportunity to apply for an exemption lottery. A limited number of students will be granted an exemption through the lottery and the exemption lottery will take place concurrently with the housing application process.

- Participation in the exemption lottery is voluntary. All third-year students who wish to participate must be in good judicial, academic, and financial standing with the University.
- Students may participate individually or in groups of up to four and must apply for the exemption lottery via GW Housing e-Services. Each student, regardless of whether or not they are in a group, must complete an exemption lottery application.
- Exemptions will be granted randomly. If a student or group is selected, Student will have five business days to accept the exemption. If
 Student does not accept within five business days, the exemption will be rescinded and Student will be bound to the Terms and Conditions of
 this Agreement.

Cancellation of License Agreement

10. If circumstances change and Student seeks termination of this Agreement pursuant to the terms of Section 9, the Student may request cancellation of this Agreement in accordance with subsections A-E below. To request cancellation, Student must notify GW Housing in writing by completing the "Housing Cancellation Request" form via GW Housing e-Services. Student may be charged a cancellation fee. Should Student, after a cancellation request has been approved for any reason outlined in subsections D-E, re-enroll at the University during any part of the period covered by the cancelled Agreement, this Agreement shall automatically be reinstated and in effect unless Student requests and is granted another exemption by the Assistant Dean of Students for GW Housing & DSA Financial Services or designee. If Student cancels their housing prior to or during the fall term, Student's housing assignment shall also be terminated for the spring term.

A. Fourth and Fifth-Year Students Assigned to Housing prior to Thursday, April 26, 2018

A fourth or fifth-year student may cancel their housing assignment no later than April 27, 2017 with a \$150 fee. Student will then have until Wednesday, May 30 to cancel for a \$300 fee. After May 30, Student may no longer cancel their housing unless they are leaving the university.

B. Fourth and Fifth-Year Students Assigned to Housing on or after Thursday, April 26, 2018

A fourth or fifth-year student may cancel their housing assignment and be assessed the fee as outlined in the fee schedule set forth below:

- Student assigned on or after April 26, 2018 has 5 business days to cancel for a \$150 fee
- Once the five day period has passed, Student has until Wednesday, May 30 to cancel for a \$300 fee
- The cancellation period is not applicable to subsequent room reassignments or changes within the residential housing system.
- Once the aforementioned dates have passed, Student will be financially responsible for housing charges for the term of this Agreement.
- A student who completed self check-in, gains access, or otherwise takes physical possession of an assigned residential licensed space forfeits the ability to cancel the housing assignment, regardless of when Student received a housing assignment.

C. Students Studying Abroad

A student studying abroad in a GW recognized program during the 2018-2019 academic year may cancel their assignment, based upon the submission of proper documentation, and will be assessed a fee as outlined in the fee schedule below:

- Prior to June 16, 2018, student may cancel their Fall Only or Academic Year assignment (for students studying abroad in the Fall 2018 semester) or prior to November 1, 2018, student may cancel their spring assignment (for students studying abroad in the Spring 2018 semester): student will not be charged a cancellation fee. A student with both a Fall and Spring semester housing assignment and who is studying abroad for the Fall semester will have their housing cancelled for the entire Academic Year.
- Beginning June 17, 2018 (for students studying abroad for the Fall 2018 semester) or November 2, 2018 (for students studying abroad for the Spring 2019 semester): student will be charged a \$150 cancellation fee.

D. Students Not Returning to the University

A student not returning to the University for reasons of academic dismissal, graduation, government service, leave of absence or transfer will have the Agreement cancelled. In these circumstances, student will <u>not</u> be assessed a cancellation fee contingent upon submission of proper documentation verifying the reason for departure and Student's housing fees will be prorated for the remainder of the semester. In the event a student fails to register for classes and is non-communicative regarding their move-out date after the commencement of the License Period, refunds of housing charges are made in accordance with the following schedule:

- Prior to Wednesday, September 26, 2018 (for FALL 2018 semester) and Wednesday, February 13, 2019 (for SPRING 2019 semester), on a pro-rated basis.
- Beginning September 27, 2018 (for FALL 2018 semester) and February 14, 2019 (for SPRING 2019 semester) and any point thereafter, none.
- The GW Dining plan is non-refundable, except to the extent allowable under the University's Withdrawal and Refund Policy for tuition.
- A student receiving Title IV Federal Aid will be refunded in accordance with Federal guidelines.

Payment

11. Without exception or demand by the University, Student shall make the full payments required by this Agreement through Student Accounts at the times stated by the University. This Agreement is a legally binding contract and may not be terminated 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 License Period of this Agreement.

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 into a future license period.
- 13. This Agreement is for licensed space only, and does not guarantee assignment to a particular campus, residential facility, suite, or room, 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 on the basis of 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 general rule, room/residential licensed space swaps and changes requested by Student will be considered based on a timeline published by GW Housing. 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 Housing. GW Housing shall oversee the room swap and change processes for all residential facilities. Unauthorized moves, unauthorized use, possession, duplication or transfer of room keys, access cards, and/or GWorld cards may result in disciplinary action, a return to the original room, and possible loss of future participation in housing assignment processes. Inasmuch as possible, Student will be given 48 hours' notice prior to receiving a new roommate, except in cases where immediate relocation is necessary.
- 15. Room/residential facility changes made by GW Housing after the beginning of the semester shall be based on the date of the request and/or priority of request as determined by GW Housing staff. All students are eligible to participate, but changes are made only as spaces become available and are allocated by GW Housing. 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. 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 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 poses a threat of harm to the safety of any member of the GW community Student must receive "Clearance" from both the Executive Director, of the Colonial Health Center Mental Health Services, or designee, and the Dean of Student Affairs, or designee, prior to returning to the residential facility. Immediate or eventual return to the residential facility is at the sole discretion of University officials.
- 19. If Student's behavior or actions disturb the peace of the residential facility, or require excessive or continuing intervention from the Center for Student Engagement and/or other University staff, Student may be charged under the Code of Student Conduct ("Code"). If found in violation, Student may be removed from the licensed space and residential facility in addition to other appropriate sanctions.
- 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 Student Affairs or designee, and enforced by GW Housing staff. Exceptions to this policy may be made at the University's sole discretion.

Service Interruptions and Break Periods

- 21. 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, as well as at the end of any semester or academic year. In the event of an emergency requiring Student to remain at the University, the University may temporarily assign Student to another room and/or provide for alternative dining arrangements, as necessary.
- 22. The University will designate specific residential facilities to remain open during the Winter Break period between the FALL 2018 and SPRING 2019 semesters. 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. 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. The Terms and Conditions of this Agreement continue between FALL 2018 and SPRING 2019 semesters for a student who makes such winter break housing arrangements. Students who complete a Fall Only or Spring Only License Agreement are not eligible for winter break housing.
- 23. During 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.

Community Rights and Responsibilities

- 24. Student agrees to observe and be bound by all the rules and regulations of the University and of GW Housing including those stipulated in the RCCGs, the Code of Student Conduct, as well as any other publications by and available through GW Housing, the Center for Student Engagement, or the Office of Student Rights & Responsibilities, and all rules or modifications of rules that shall be subsequently made. Student acknowledges that they have access to, and understands the existing rules and regulations referred to in this Section 24.
- 25. 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 Housing 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 disciplinary action.

26. 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.

Visitation Policy

- 27. 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 parents and siblings. Visitors found to be in violation of the University's policies or the law may be subject to arrest, administrative and/or disciplinary 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 disciplinary action by the University and/or criminal prosecution for unauthorized entry.
- 28. 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.
- 29. A primary obligation of GW Housing and the Center for Student Engagement is to attempt to ensure adequate study and sleep conditions for all residents. Visitation must not interfere with the 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.
- 30. 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.
- 31. Visitors and non-resident guests are not to be issued keys or access cards by staff or given keys, access cards, or GWorld cards by any resident. Student may not have overnight visitors for more than 8 days per month. Visitation is limited to no more than two 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 consecutive nights in any two 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.
- 32. Private and/or intimate behavior that may make others uncomfortable is not acceptable in a group living situation that is necessarily semi-public.

Room Care and Condition

- 34. 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, GW Housing, and the Center for Student Engagement. 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. Non-payment of damage assessments or fees over \$1000 will result in a hold being placed on Student's account. Grades, future registration, transcripts, diplomas, participation in future housing selection processes, and other academic information will be encumbered until Student's account is settled.
- 35. Student, individually and collectively, is responsible for maintaining the condition of their licensed space and common-use areas within the residential facility and furnishings therein and submitting <u>FixIt requests</u> if there are maintenance concerns. If Student litters, defaces, or damages common-use 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 disciplinary action for damages caused. Charges for damage to common-use areas may be assessed and billed equally to all students of the residential facility where the damage occurred.
- 36. 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.
- 37. Student will take reasonable action to protect the licensed space at all times, including prompt notification of defects by submission of <a href="Fixth: Fixth: Fixth

University Property

38. Student acknowledges that any physical key(s) to the licensed space received during the License Period are the property of the University and must be returned after vacating or termination of this Agreement, and that Student will be financially responsible for the loss of any key(s), including costs associated with lock

changes and production of replacement keys. Management of keys and any charge assessments are made by GW Facilities Services, are charged to Student's account, and are due at the times stated by the University, without any deduction whatsoever and without demand by the University.

- 39. 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. If such furniture is found or alteration 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 disciplinary action.
- 40. Student shall be liable and promptly pay for the cost of correcting any violation of the terms of Sections 33 through 39 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 Services, are charged to Student's account by GW Housing, and are due at the times stated by the University, without any deduction whatsoever and without demand by the University.
- 41. 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 Student's visitor(s) which may be lost, damaged, or stolen, or for any loss thereof occasioned by fire, the elements, or other casualty, including water damage. All of Student's or Student's visitor(s) property shall be within the licensed space at Student's or Student's 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 to visit http://risk.gwu.edu/student-renters-insurance to obtain coverage.
- 42. When Student vacates the licensed space, or upon termination of this Agreement, Student must remove all personal property and leave the room and any furnishings, fixtures, and appliances clean, with reasonable wear and tear excepted. Student acknowledges that items left in the licensed space after vacating or termination of this Agreement shall be deemed to be abandoned property and may be immediately disposed of by the University, in its sole discretion. Any costs incurred by the University associated with such disposal of Student's abandoned property will be Student's responsibility. There is no obligation on the University to store any items deemed as abandoned in the licensed space, nor to reimburse Student for any loss.

Authorized Room and/or Building Access

- 43. The University reserves the right for authorized University representatives to enter the licensed space at any time for the repair and maintenance, or the inspection of, the space pursuant to the 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.
- 44. The University shall have the right, but not the obligation, to conduct random health and safety inspections in all rooms within a licensed space. Any prohibited items found during the inspections will be immediately disabled, confiscated, and/or disposed of without compensation. "Prohibited items" are determined by the Office of Safety & Security, and are posted on the Office of Safety & Security website. By entering into this Agreement, Student acknowledges and agrees to confiscation and disposal of such prohibited items without compensation. Administrative/disciplinary 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. The Office of Safety & Security or designee will conduct these inspections.
- 45. The Dean of Student Affairs or a 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, computer, cell phone, camera, , or other device 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. An inspection or administrative search will be conducted by the Dean of Student Affairs or a designee. 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) will 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

46. Any student who is given an offer of a campus housing assignment will be required to participate in the GW Dining Plan, which will be assigned to the Student according to their class-level standing based upon years in GW Housing. Student will have the option to select a larger dining plan when completing a housing application. Student agrees to be bound by and abide by all policies with respect to the use of Student's GWorld card, Dining Cash, and Colonial Cash. Student also acknowledges and agrees that Student waives any and all rights to a refund of any unused Dining Cash while Student is enrolled at the University. Student acknowledges and waives any and all rights to a refund of any unused Dining Cash because of special dietary needs, medical reasons, religious requirements, conflicting academic and/or work schedules, or University activities. Options exist to purchase Dining Plans above the mandatory minimum for each class (Freshman, Sophomore, Junior, Senior). The GW Dining Plan is managed by the Office of Campus Support Services.

Campus Parking Policy

47. The University's On-Campus Parking Restrictions Policy is the complete policy with respect to on-campus parking and 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.

Foggy Bottom Campus. In accordance with this policy and pursuant to DC Zoning Commission Order 06-11/06-12, all Freshmen and Sophomore 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 on the east, Constitution Avenue on the south, Rock Creek Park on the west, and N Street on 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. Freshmen and Sophomore students seeking an exception due to exceptional circumstances must submit the request to Parking Services by completing the Parking Requirement

<u>Exemption Request form.</u> Any exemptions granted by 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.

Mount Vernon Campus. In accordance with this policy and pursuant to DC Zoning Commission Summary Order regarding the Mount Vernon campus, Application No. 16505, dated December 15, 1999, students, faculty and staff are prohibited from parking on the streets adjacent to and surrounding the Mount Vernon campus. Anyone who brings a vehicle to the Mount Vernon campus is required to park on the campus itself.

Updates & 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 <u>GW Housing website</u>. If Student wishes to appeal any housing policy decision or charge, they must do so in writing. Student shall forfeit any right to appeal matters that have not been raised prior to the commencement of a new license period. Letters of appeal are to be addressed to the Assistant Dean of Students for GW Housing and Financial Services. Appeal letters must be submitted by the Student, typed and include Student's name and GWID. 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 and the University. Appeal decisions will be communicated to Student in writing.

Links to important documents & websites:

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

Residential Community Conduct Guidelines (RCCG): https://living.gwu.edu/sites/living.gwu.edu/files/downloads/RCCGs%202017-2018.pdf

Code of Student Conduct: https://studentconduct.gwu.edu/code-student-conduct

GW University Policy website: http://compliance.gwu.edu/find-policy

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

Parking Requirement Exemption Request Form:

https://transportation.gwu.edu/sites/transportation.gwu.edu/files/downloads/PARKINGRequirementExemptionRequestFORM_000.pdf

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

University Dining Resources: http://dining.gwu.edu

GW Housing website: http://living.gwu.edu

GW Resident Rights and Responsibilities: https://living.gwu.edu/gw-residents-rights-and-responsibilities

GW Residential Community Standards: https://studentengagement.gwu.edu/gw-residential-community-standards

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

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

FIXit Website: https://my.gwu.edu/mod/fixit/login.cfm

Student Renters Insurance: https://risk.gwu.edu/student-renters-insurance