



HOUSING AND DINING PROGRAMS
LICENSE AGREEMENT
ACADEMIC YEAR 2017-2018

1 INTRODUCTION

American University (hereinafter “university”) enters into this Housing License Agreement (hereinafter “license agreement”) with student (hereinafter “student” or “licensee”). This license agreement is effective as of the date the student’s signed Agreement and Housing Application Form is received by Housing and Dining Programs (hereinafter “HDP”).

The purpose of this license agreement is to establish certain financial and other relationships between the university and the student relating to the student’s occupancy in university residence halls, including any facility that the university may now or hereafter own, lease, or otherwise arrange to make available for student housing (hereinafter “university residence halls”). This document shall constitute only a license and shall not be deemed to constitute a lease or to create or transfer interest or a lien on real estate. The university reserves the right to terminate the license agreement at its discretion. The relationship between the university and the student shall be subject to the terms and conditions in this agreement. THIS AGREEMENT IS BINDING FOR BOTH THE FALL AND SPRING SEMESTERS AND CONSTITUTES AN OBLIGATION TO PAY THE UNIVERSITY FOR THE RIGHT OF OCCUPANCY IN THE UNIVERSITY RESIDENCE HALLS.

All materials contained herein are an integral and binding part of this license agreement. The residence hall regulations in the university’s Student Conduct Code and university and HDP websites are hereby incorporated into this agreement and are binding on all parties to this agreement. It is the licensee’s responsibility to become familiar with all provisions of this agreement and related university policies.

The student submitting a license agreement or application electronically shall be held responsible to all of the terms and conditions of this license agreement once submitted. The authentication procedures for the university’s web portal or web application serve as an electronic signature for the student. Submitting application information electronically, and then being offered a housing assignment by the university, enters the student into a legally binding contract with the university and financially obligates the student to pay for the full term of the housing license agreement. Electronic submission of the application information does not guarantee confirmation of a housing assignment. No oral statement made by any agent of HDP shall be considered a waiver or modification of any terms or conditions.

2 ELIGIBILITY

Occupancy in the residence halls is open to all full-time, undergraduate university students in good standing, regardless of race, color, religion, national origin, sex, age, disability, marital status, personal appearance, sexual orientation, gender identity and expression, family responsibilities, political affiliation, source of income, matriculation, veteran status, genetic information, or any other bases under federal or local laws (“Protected Bases”). The student must meet these requirements, unless waived in writing by the HDP assistant vice president or their designee.

All resident students are subject to policies and procedures established by the university. The university guarantees housing for all incoming first-year students who meet the publicized housing application deadlines. The university does not guarantee housing for incoming transfer students but may assign them to university housing based on availability. Students who fail to apply for housing by the stated deadlines may be placed on a waiting list for housing and may be housed if or when space becomes available.

3 LENGTH OF LICENSE AGREEMENT

Any student who continues to be enrolled at the university shall honor the terms of this license agreement for both the fall and spring semesters. Exceptions will be made for university-approved study abroad and international co-op programs and university-approved leaves of absence, as noted in section 10. Other exceptions may be made on an individual case basis and must be submitted in writing to the assistant vice president of HDP or their designee.

4 DATES OF OCCUPANCY

Occupancy means accepting assigned accommodations by officially checking into a university residence hall, as defined herein, following a prescribed process or accepting the key or obtaining ID card access to occupy a specifically assigned room, whether or not the student moves in, for the term of the academic year. Adjustments for room and meal plan charges are based on officially checking out of the university residence hall, as defined herein, following a prescribed process, or on the date personal belongings are removed from the room and keys have been returned to HDP. The student must participate in proper checkout procedures by completing their Registration (REG) Card and Room Inventory Form in order to avoid incurring additional fees. The student may be billed \$50 for not following checkout procedures as instructed. The adjustment for room and meal plan charges will be determined according to section 10.

- A. Fall semester opening for new students will be Saturday, August 19, 2017, at 9 a.m. and Wednesday, August 23, 2017, at 9 a.m. for all returning students. Fall semester closing is 24 hours after the licensee’s last exam and no later than noon on Sunday, December 17, 2017. Seniors graduating in December 2017 who apply for late departure by the specified application deadline may check out by noon on Monday, December 18, 2017.
 - B. Students wishing to move in prior to the fall move-in date must submit an online request form via the AU housing portal at least four weeks prior to move-in. HDP reserves the right to approve or deny such requests. Students given written permission by HDP to move in early, before official move-in date(s), should anticipate fewer available staff and services (e.g., housing and maintenance), and they may be placed in temporary accommodations pending the availability of their fall 2017 housing assignment. Students permitted to arrive early will be billed \$50 per night prior to their scheduled date of occupancy.
 - C. Spring semester opening for all students will be Sunday, January 7, 2018, at 3 p.m. Students may return to campus (or move into a new assignment) between Sunday, January 7, 2018, at 3 p.m. and Monday, January 15, 2018. Spring semester closing is 24 hours after the licensee’s last exam and no later than noon on Wednesday, May 9, 2018. Only students receiving degrees at the spring commencement exercises or students who have received a summer 2018 housing assignment will be permitted to remain in residence until noon of the day following the spring commencement exercises.
 - D. Students wishing to remain past the spring move-out date must submit a request form via the AU online housing portal at least four weeks prior to move-out. HDP reserves the right to approve or deny such requests. Students given written permission by HDP to remain in housing past the official move-out date(s) should anticipate fewer available staff and services (e.g., housing and maintenance), and they may be relocated to an alternate assignment until final checkout. Students permitted to move out late will be billed \$50 per night of occupancy past their scheduled checkout date.
 - E. All assignments are exclusive of fall and spring vacation periods, the period between semesters, and/or periods when the university is officially closed.
- ## 5 PAYMENTS
- A. The student understands and agrees that the license agreement is for space in the residence halls and not for a specific room or

building. In consideration of the assignment of the room, the student agrees to pay the university the appropriate charge for that type of room. Due to the nature of residential buildings, the university acknowledges that there may be variations in overall size and shape among like units occupying the same number of students. No additional charge or credit will be assessed to the student’s account to accommodate these variations.

- B. Academic year 2017–2018 charges for residence begin and end in accordance with semester contract start and end dates, not the student’s check-in and checkout dates. Charges will be prorated accordingly as a result of room changes. Charge adjustments as a result of cancellation and termination checkouts will be prorated on a case-by-case basis in accordance with the cancellation fee schedule, as outlined in section 10. Students approved for early arrival or late departure may be charged an additional fee for these accommodations. The costs will be outlined in the application for early arrival or late departure requests.
- C. Newly admitted students agree to pay a \$200 nonrefundable residential student enrollment deposit (“housing deposit”) upon entering into this agreement. The enrollment deposit is nonrefundable and must be paid to the Office of Admissions prior to or at the same time the student is submitting an application for on-campus housing. Returning students will not be charged a housing deposit but may be subject to cancellation charges, as outlined in section 10.
- D. All students who contract for housing and/or a dining plan are charged for services through their student account.
- E. Failure by the student to pay for all charges does not constitute the cancellation of this license agreement by the student.
- F. If the space is assigned to more than one student, each shall be responsible for his or her own payments; however, all shall be responsible, jointly and severally, for such damages beyond reasonable wear and tear should cost of repairs need to be assessed.

6 GENERAL TERMS AND CONDITIONS

- A. This license agreement is in effect until terminated by the university or written cancellation and checkout by the student.
- B. The student will use the premises for residential and educational purposes in accordance with this agreement and its general policies. The student will not house any guest(s) in a residence hall lounge or public space or any other university public space. The student room(s) shall be used exclusively as residence hall lodging for study and living purposes and not as a salesroom, office, or service area, or

for storage of merchandise. The student rooms shall not be used for any commercial purpose. Soliciting, selling, or promoting any goods or services in the residence halls is prohibited, unless otherwise approved in writing by the assistant vice president of HDP or designee.

- C. The student has a right of occupancy in and access to a space in the assigned university residence hall; shared use of student common facilities in the residence hall in which the space is located; and use of bed, springs, mattress, desk, chair, drapes or blinds, and dresser, to be furnished by the university. The space assignment, with its applicable rate, will be made later by the university in accordance with section 3 and will be set forth on a form, to be furnished to student, that will become a part of, and be deemed incorporated in, this license agreement. The term of this agreement will be shown on the assignment, as specified above. University-owned room furniture may not be removed from the assigned room at any time, unless approved by the assistant vice president of HDP or designee and removed by authorized university staff. Painting of the room is not permitted. It is the responsibility of the licensee to document damages on their Room Inventory Form (RIF) within 24 hours of occupancy and to meet with their resident assistant to discuss them. Upon occupancy, the licensee is responsible for reasonable care of the room and for the reporting of damages and/or problems, as they occur.
- D. Rooms in the residence halls may only be occupied by the student(s) assigned to that particular space. Only the student bound by the terms of the license agreement may occupy the space assigned to the student by the university. The student is prohibited from assigning his or her rights or responsibilities under this agreement to a third party. The provisions of this subsection shall not prevent the university, however, from reassigning, relicensing, or taking any other action permitted on termination of this license agreement under the provisions of section 11 or otherwise noted.
- E. Room assignments may be changed only upon written authorization from HDP and after student(s) involved have made a serious attempt to adjust to the situation. Under normal conditions, no changes of room assignments will be made during the first two weeks or last four weeks of each semester. Roommate assignments are made without regard to race, color, religion, national origin, age, sexual orientation, gender expression, personal appearance, family, matriculation, political affiliation, actual or perceived physical or mental disability, or status as a veteran or disabled veteran.
- F. The university reserves all rights concerning assignment, reassignment, and adjustments in accommodations it may consider necessary. The university reserves the right to consolidate student space as the university sees fit (consolidation refers to reassigning students without roommates to a shared space to accommodate more occupants). The university further reserves the right to make room changes during the year, as deemed necessary by the assistant vice president of HDP or their designee. The student occupying a university residence hall may be required to share the space with one or more fellow students. The university reserves the right to assign students to temporary space when necessary. Students so assigned will be reassigned to permanent space as it becomes available. If a vacancy occurs in the room to which the student is assigned, the student must maintain the open space so that it is ready for a new occupant at any time without prior notice from HDP. All students must provide a welcoming environment for their roommate(s) in the room and any newly assigned occupant.
- G. Failure to occupy an assigned space by 5 p.m. on the semester’s first day of classes could result in the assignment of the room to another student, unless the student sends an advance written request for an extension of the arrival period and it is granted in writing by HDP. Students who fail to occupy their assignment by the first day of classes may be subject to housing cancellation fees.
- H. The university does not insure the personal property of any student. The university has no responsibility for any theft, damage, destruction, loss, etc., of any personal property, including but not limited to money, valuables, equipment, or any personal property whatsoever belonging to or in the custody of the student, whether caused by intentional or negligent act or failure to act or natural causes, fire, or other casualty. The university is not liable for the failure or interruption of utilities or from conditions resulting from failure or interruption of the same. The student is advised to carry an insurance policy for their personal property or have their parent’s or guardian’s insurance policy extended to their campus residence.

7 ROOM CONDITION

- A. The university agrees to provide and the licensee agrees to maintain the assigned room and all public areas in and around the immediate building(s) accessible to the licensee in a clean, safe, and sanitary condition. Upon termination of this license agreement, the student should leave the assigned room, its furnishings, and its equipment in as good order and condition as the same were upon commencement of the student’s occupancy, reasonable wear and tear excepted. University

staff will complete an inventory of furnishings and an assessment of damages; charges will be assessed to the responsible individual(s). Personal property left in a room following the termination of occupancy will be deemed abandoned. The student will be charged for the removal of such property.

B. The student shall not damage the space or furnishings (including common areas), aside from reasonable wear and tear. The student shall not remove common area furniture from designated spaces. If such damage or loss does occur, the student will be billed for repair or replacement costs. In the event of willful damage to the common areas located in the vicinity of the student's space (and/or to the furnishings and facilities located therein), and in the event the responsible individuals of such damage cannot be identified, all resident students served by the common area will be assessed for such repair and/or damage costs.

C. The student shall not make any material alterations in the space without express written permission from the assistant vice president of HDP or their designee; shall not damage or permit the damage of any part of the space; shall not do or permit the doing of anything that shall constitute a fire or health hazard; and shall not permit the accumulation of waste and refuse within the space. Violation of these terms and conditions by the student may be considered sufficient reason for disciplinary action, including but not limited to dismissal from the university residence hall and possibly the university.

D. The university is responsible for the maintenance of life safety equipment. This equipment includes sprinkler systems, hardwired smoke detectors and heat detectors, fire alarm wiring, indicators and pull stations, and fire extinguishers. The student may not alter or tamper with this equipment.

E. Self-installed lofts, bed risers, and cinderblocks are not permitted in university residence halls for safety reasons. The student may rent a loft from a university-approved vendor only. The student will be expected to remove nonuniversity-approved lofts immediately. The university assumes no responsibility for the safety or stability of a self-installed loft or the consequences of having a loft in the student's assigned room.

F. There is a replacement charge for mailbox keys and/or access cards that are not returned. The cost for key replacement is stated when the student checks into his or her assigned space. Such charges may be assessed at any time during the student's occupancy. Mailbox keys provided though HDP may not be duplicated.

G. When leaving the university residence hall at the end of the year or when terminating housing during the year, the student agrees

to follow official checkout procedures with a member of the university residence hall staff and to turn in the key(s) at the time of checkout. A student leaving the university residence halls during the year must notify HDP in writing of such intent prior to leaving. The student also agrees to leave his or her space in "move-in condition" at the time of checkout: and if, upon inspection by university residence hall staff at or about time of checkout, it is determined that the vacated space is not in reasonable "move-in condition," the student agrees to pay the university the appropriate cleaning service charge and/or repair costs associated with damage to the room and/or furnishings. In addition, the student may be billed \$50 for not following checkout procedures as instructed. When applicable, a credit of housing charges will date from the official checkout.

8 MAINTENANCE OF SPACE, ACCESS, AND UTILITIES

A. The university shall provide for general maintenance and upkeep of the space, including the cleaning of common areas by university employees and/or contract service providers at scheduled times. During the semesters and at vacation times, routine maintenance and cleaning will be done on schedules developed by the university. The student shall inform the university's agent or employees of any special maintenance or repairs required. A maintenance or repair request operates as a waiver of any entry notice requirement to the student provided. Entry for the purpose of making requested repairs or alteration shall be at reasonable times. Facilities Management or HDP will take care of such items as rapidly as can be accomplished, as it is usually not possible to specify precisely when such maintenance or repairs will be made.

B. To ensure that the assigned room is being cared for properly, the university's authorized agents and employees shall have the right, after first having given reasonable notice, to enter and/or inspect the space from time to time. Entry for purposes of inspection, except in case of emergency, shall be made at reasonable times. Notice having been posted and/or given, rooms may be entered for inspection by the university's authorized agents and employees only, whether or not student occupants are present. Any "prohibited items" found during inspections will be confiscated immediately and disposed of without compensation. By entering into this license agreement, the student acknowledges and agrees to the confiscation and disposal without compensation. Judicial action may result from severe or repeated health and safety violations. It is the responsibility of the student to comply with all health and safety regulations. The health and safety inspections are not

intended to substitute for such responsibility.

C. Authorized university agents or employees shall have the right of access to the space without prior notice to the student in cases of emergency, personal injury, safety, health, or casualty damage. In addition, authorized staff members of HDP may access the student's space and administratively search, with or without an occupant's permission, when there is reason to believe that a violation of law or university regulations has occurred.

D. The university maintains limited common cooking facilities within residence halls (provided the student maintains sanitary conditions) and pay-laundry facilities for student use. The university shall also provide electricity, heat during cold seasons, cooling during warm seasons, hot and cold water, and shared sanitary facilities, all as adequate and necessary in the judgment of the university's agents. The university shall not be responsible for failure to provide these services for any reasonable period of time if and when such failures are caused by accidents, riots, strikes, source shortages, or any other conditions beyond the university's control or unless the failure is caused by and results from the negligence of the university's agents or employees.

E. The student shall save and hold harmless, indemnify, and defend the university and its trustees, agents, employees, and subcontractors from and against any liability to student, or his or her invitees and guests, resulting from property damage or personal injuries sustained by them in the residence hall, except where such property damage suffered or personal injuries to the student, or his or her invitees and guests, result directly from negligent acts of the university's agents or employees.

9 UNIVERSITY REGULATIONS

A. The student shall conform and comply with all laws, regulations, and ordinances of the District of Columbia and the United States of America.

B. The student shall abide by the Student Conduct Code, Residence Hall Regulations, regulations adopted and published by governing bodies recognized by the university within the residence halls, and those regulations set forth on official university websites or in official brochures and notices, including but not limited to university regulations concerning alcohol, smoking and illegal drugs, guest and residence hall entry procedures, and unauthorized animals, all of which are made a part of and specifically incorporated into this license agreement.

C. The student shall not violate rules governing university residence halls or use the space for any disorderly purpose or in such a

manner as to interfere with the rights of other students in their academic pursuits. Violations of published university regulations or the rules governing university residence halls, as set forth in the provisions of this license agreement, may subject the student to disciplinary action, except as provided for in section 11-C.

D. In accordance with the laws of the District of Columbia, which prohibit smoking in public areas, and in order to ensure the health and safety of residents, smoking is prohibited in all residence hall rooms, apartments, common areas, and private residential spaces.

E. In the District of Columbia, the possession and/or use of alcohol by persons under the age of 21 is prohibited. Resident students who are 21 years of age or older and living in a housing unit (defined as a room, suite, or apartment), where all other assigned students are 21 years of age or older, may possess, consume, and distribute alcohol (to other individuals who are also 21 years of age or older) within their living unit. A resident is accountable for what occurs in the room(s) and/or unit(s) and is therefore expected to comply with District laws and university policies in the possession, consumption, and distribution of alcohol.

Related to the possession and/or consumption of alcohol in the residence halls:

1. Persons under the age of 21 are prohibited from possessing and/or consuming alcohol.

2. Alcohol is prohibited in housing rooms and/or units where current residents of that unit are not 21 years of age or older.

3. Alcohol is prohibited in residence hall common areas, such as lounges, outdoor areas, hallways, and bathrooms.

4. Alcohol must be transported to living units in closed, original containers by individuals who are 21 years of age or older.

5. Alcoholic beverages may not be delivered to the residence halls by mail/package or by commercial businesses or suppliers.

6. Quantities of alcoholic beverages permitted to be brought into or stored in any residence facility by any resident 21 years of age or older are limited to reasonable amounts for the number of students assigned to the living unit. Residents are prohibited from possessing, furnishing, consuming, or serving from a large volume or common sources of alcohol, including but not limited to kegs, beer balls, and punch bowls.

7. Drinking games, activities, equipment, or paraphernalia that involve rapid consumption of alcohol are prohibited, including but not limited to those that

use devices such as funnels, shot glasses, beer-pong tables, etc. Organizing and/or participating in activities that encourage excessive drinking (e.g., beer-pong, drinking games or contests, etc.) is prohibited.

10 HOUSING CANCELLATION (PRIOR TO OCCUPANCY)

A. Any student who wishes to cancel this license agreement must do so by written notice to HDP; notification to other departments within the university does not constitute notification of a housing cancellation. Cancellations will not be deemed terminated until officially approved by HDP (and student has checked out of his or her room, if applicable).

University students who are returning to university housing agree to a minimum \$500 cancellation fee upon entering into this agreement. Except as described in sections 10-B and 10-C, the student will be responsible for either the minimum \$500 cancellation fee (for students returning to university housing) or the \$200 nonrefundable housing deposit (for newly admitted students); or a percentage of his or her total semester housing rate in accordance with the fee schedule below. The student agrees to the terms of the fee schedule.

B. Students who are planning to cancel their enrollment at the university at the end of the fall semester, students participating in university-approved semester-abroad or international co-op programs, or students with a university-approved leave of absence must notify HDP in writing of their intention to cancel their housing for the spring semester no later than November 1. If such notification is received by November 1, a student cancelling for approved reasons will receive a full cancellation of spring semester housing charges. Students within the specified categories who do not meet the November 1 deadline may initially be billed for spring

semester housing, which may result in delays in paperwork related to graduation, transfer to other schools, or refunds for overpayments.

C. A new student who applies for housing to begin in the spring semester, and who later cancels prior to December 15, will be responsible for the nonrefundable \$200 housing deposit. A current or returning student (not new in the spring semester) who applies for housing for the spring semester only, and who later cancels prior to December 15, will be responsible for the \$500 cancellation charge. Any student who applies for housing to begin in the spring semester, and who later cancels after December 15, will be responsible for the fees according to the schedule below.

D. Exceptions to this policy may be granted in the case of academic or disciplinary dismissal or suspension during a semester, in which event a prorated cancellation of housing charges may be made. Other exceptions to this policy will be made on a case-by-case basis, as determined by the assistant vice president of HDP or their designee. Students are advised to enroll in the tuition refund plan offered through the Student Health Center to minimize financial losses should the student suffer serious illness or accident and have to withdraw from the university before completion of the semester.

11 TERMINATION (AFTER OCCUPANCY)

This license agreement may be terminated in the following manner:

A. Should the student at any time cease to be enrolled as a full-time student at the university, this license agreement may be terminated without notice, such notice being hereby waived. In these cases, cancellation of space charges will be made in accordance with the provisions set forth in section 10 of this license

	CANCELLATION DATE		FEE
FALL SEMESTER	BEFORE JUNE 1, 2017	RETURNING STUDENT: \$500 NEW STUDENT: LOSS OF DEPOSIT	
	JUNE 1-AUGUST 11	25% OF TOTAL FALL HOUSING FEE	
	AUGUST 12-SEPTEMBER 18	50% OF TOTAL FALL HOUSING FEE	
	SEPTEMBER 19-26	75% OF TOTAL FALL HOUSING FEE	
	ON OR AFTER SEPTEMBER 27	100% OF TOTAL FALL HOUSING FEE	
SPRING SEMESTER	BEFORE NOVEMBER 2 BEFORE DECEMBER 15	RETURNING STUDENT: \$500 NEW STUDENT: LOSS OF DEPOSIT	
	RETURNING STUDENT: NOVEMBER 2, 2017-JANUARY 5, 2018 NEW STUDENT: DECEMBER 15, 2017-JANUARY 5, 2018	25% OF TOTAL SPRING HOUSING FEE	
	JANUARY 6-FEBRUARY 5	50% OF TOTAL SPRING HOUSING FEE	
	FEBRUARY 6-12	75% OF TOTAL SPRING HOUSING FEE	
	ON OR AFTER FEBRUARY 13	100% OF TOTAL SPRING HOUSING FEE	

agreement. In limited circumstances, related only to a change in student status from full- to part-time, and only after approval of a prior written request, the assistant vice president of HDP or their designee may permit a part-time student to reside in university residence halls.

- B. If the student violates any of the terms and conditions of this agreement—in particular, those set forth in section 9; subsections A, B, C, D, E; and section 15—the student may be given written notice by the university that the license agreement has been terminated and to vacate the university residence hall pending a determination by disciplinary hearing. Upon disciplinary hearing determination, as implemented in writing by the dean of students or designee, this license agreement may be terminated.
- C. If the student exhibits behavior or mode of living by which, in the judgment of the assistant vice president of HDP, dean of students, or vice president of campus life (or designee of the foregoing), it would be in the best interest of the student, other residents, or the university community for the student to leave the university residence hall, then this license agreement may be terminated unilaterally by the university upon due notice (as defined by the assistant vice president of HDP), and a cancellation of space charges may be assessed.
- D. If the license agreement is terminated, as provided in A, B, or C above, the student must vacate the space on the effective date of termination. Upon the student's failure to take all summary action to vacate, the university shall be entitled to immediate possession of the space and to take all summary action to secure possession without any other or further notice of any kind to the student. The university may then, without notice to the student, enter, take possession of, and reassign the space. The university is further irrevocably authorized on behalf of the student to remove and to store the student's belongings without any liability on the part of the university for damage or loss. In that event, the university will assess appropriate charges for storage of belongings through four weeks, after which the university is irrevocably authorized on behalf of the student to dispose of these belongings in any manner in which it shall see fit, without any obligation to make payment of any kind to the student resulting from such disposition, damage, or loss.
- E. Unless otherwise provided, the university may terminate the license agreement by providing such notice to the student by registered mail or certified mail to the student at the student's address, or by hand delivery to the student.
- F. If the licensee fails to vacate the assigned space upon termination of the license agreement, the licensee will be deemed a trespasser and

subject to all available remedies, including but not limited to student disciplinary charges. A student whose license agreement has been terminated may be refused assignment of housing space at a later date.

- G. The licensee and the university agree that no month to month occupancy can occur after the termination date of the license agreement.

12 CELL PHONE

The student will provide their cell phone number to the university upon enrollment and is required to maintain a current cell phone number with the university through myau.american.edu.

13 EMERGENCY CONTACT

In accordance with the 2008 Higher Education Opportunity Act, the student must supply the name, relationship, and phone number of an emergency contact at the time of submitting the housing application or at the time of move-in. If the student is under the age of 18 at the time of move-in, the emergency contact provided must be that of a parent or legal guardian.

14 MEDICAL REPORT AND HEALTH INSURANCE

- A. An immunization form certifying compliance with District of Columbia immunization requirements is required for all students residing in university residence halls. This license agreement will not be in force, and the university may not undertake its obligation, until the student's requisite immunization form has been submitted and is on file with university's Student Health Center.
- B. All first-year students residing in university-provided housing must be immunized against meningitis or they must sign a waiver stating that they have read the waiver and understand the risk of the disease and do not wish to be immunized. Students who wish to be exempt because of religious or medical reasons must submit a letter from a medical provider or religious clergy stating the need for exemption. Additional information, forms, and instructions can be found at american.edu/healthcenter.
- C. All resident students are required to provide proof of health insurance coverage. Students are automatically billed and enrolled in the AU Student Health Insurance Plan unless they complete a waiver online proving comparable coverage. Instructions for the waiver can be found at american.edu/healthcenter.

15 DINING SERVICES (MEAL PLAN ENROLLMENT)

- A. All first- and second-year resident students are required to enroll in a meal plan. For the first two semesters living on campus,

students are required to enroll in a meal plan at or above the 175 Block Plan. Third- and fourth-semester campus residents are required to enroll in a meal plan at or above the 100 Block Plan. If a resident student, during the first four semesters living on campus, does not select a meal plan, the student understands and agrees to be assigned the minimum plan required, as described.

- B. Requests for release from any minimum requirement based on religious or dietary considerations must be submitted in writing by the student to the HDP assistant vice president or their designee. Reasonable and substantial attempts will be made to accommodate religious considerations and medical dietary needs; only if these accommodations cannot be met will a request for release be considered. Students requesting a waiver of meal plan requirements on medical dietary grounds must submit appropriate documentation to the Academic Support and Access Center.
- C. Fall term meal plans begin with dinner on the first Sunday of Welcome Weeks and terminate with lunch on the last day of the final exam period for undergraduate students. Spring term meal plans begin with dinner on the Sunday before classes and terminate with lunch on the last day of the final exam period for undergraduate students.
- D. Unused fall meal swipes roll over only if a student enrolls in a spring meal plan of equal or higher value to their fall meal plan. All meal swipes will expire with lunch on the last day of the final exam period for undergraduate students and will not carry over from one academic year to the next. Eaglebucks and Dining Dollars balances will carry forward throughout a student's tenure at the university. Students with a minimal meal plan requirement shall be enrolled in the same meal plan for both fall and spring semesters, unless the student requests and is approved for cancellation or change of their fall dining plan during the designated change periods.
- E. The university reserves the right to assign all applicable students to the lowest meal plan required under this agreement and to suspend a student's dining privileges if necessary.

16 MEAL PLAN CANCELLATION

- A. First- and second-year resident students may cancel their meal plan only if they officially cancel or terminate their on-campus housing. All other students (residential or nonresidential) may request, in writing to HDP, to change or cancel their meal plan during the period of 10 business days at the start of the semester, from time of enrollment to deadline.
- B. After the end of the change/cancellation

period, students may cancel their meal plan only if they officially withdraw or take a leave of absence from the university. If a student requests and is approved for a change or cancellation of their meal plan for the fall semester, that change or cancellation is automatically applied to the spring semester.

- C. If an eligible student cancels their dining plan during the 10-day meal plan change/cancellation period, they will be charged only for the value of meal swipes, EagleBucks, or Dining Dollars used prior to change or cancellation.
- D. Students, including those who withdraw or take a leave of absence from the university, will not be eligible for a refund after the change or cancellation period.

17 STORED VALUE: EAGLEBUCKS AND DINING DOLLARS

- A. A stored value account is a declining-balance campus cash account associated with your AU One Card (hereinafter "card"). Cards are issued by the university for all students, faculty, and staff. Cards and EagleBucks/ Dining Dollars (hereinafter "EB/DD") are subject to all applicable university rules and regulations. Improper use of cards or EB/DD may result in judicial action by Student Conduct and Conflict Resolution, HDP, or AU Public Safety.
- B. Each card can provide access to two stored value accounts: EagleBucks and Dining Dollars. Student cards will be given access to both EagleBucks and Dining Dollars (The student is also referred to as "person" and "card holder" in sections 17 and 18). Any person who has a card produced for them or uses the EB/DD program for deposits or charges agrees to the terms and conditions of the EB/DD program.
- C. Only the person pictured and named

on the card is authorized to use the card. EB/DD are nontransferable between users' accounts. A card must be presented at the time of an EB/DD purchase to verify the identity of the card holder. EB/DD vendors may require additional identification at time of purchase to verify identity and may refuse sale of goods or service if additional identification cannot be provided. Only the most recently printed AU ID and issue code is valid for use with EB/DD.

- D. HDP reserves the right to change the account terms and conditions at any time. Changes will apply to all cards in circulation. The most current terms and conditions for stored value accounts are located at www.eaglebucks.com.
- E. EB/DD accounts are noninterest bearing.
- F. Cash withdrawals of any kind from an active EB/DD account are not permitted.

18 STORED VALUE: SEPARATION AND INACTIVE ACCOUNTS

- A. Card holders separating from the university may request, in writing to HDP, a refund of remaining balances. Student balances will be returned to the university's student account, and other card holders will be issued a refund via check or direct deposit.
- B. If a card holder does not utilize his or her EB/DD account for a continuous period of 12 months (no purchases have been made or no money has been added to the account, and card holder has not otherwise communicated in writing to HDP concerning the account), then the university will assess the account a dormant account fee of \$5 per month thereafter, as long as the account remains open and inactive.
- C. If no activity has occurred on the card, and the card holder has not otherwise communicated in writing to HDP concerning the account for a continuous period of more than 36 months, under District of Columbia (hereinafter "D.C.") law the EB/DD will be deemed

abandoned property that the university must deliver to the D.C. government. If the university has delivered the remaining balance to the D.C. government, a card holder must seek the funds from the D.C. government directly. Internet search engines (for example, www.unclaimed.org) are available to assist you.

19 STORED VALUE: FRAUD PREVENTION

- A. It is the card holder's responsibility to notify AU Public Safety or the University One Card Office (hereinafter "OCO") at once if a card has been lost or stolen, including transactions the card holder did not make. EB/DD may be deactivated online at eaglebucks.com or by calling AU Public Safety at 202-885-2527 (nonemergency). A lost or stolen card may be reported via email at idcards@american.edu; the card may not be deactivated until the next business day. A card can only be reactivated via the card holder's university email account or in person at the OCO.
- B. If a card holder suspects that he or she has been mischarged for a transaction, requests for investigation must be submitted via email to eaglebucks@american.edu. Inquiries must include the card holder's full name, university ID, a description of the questionable transaction (date, time, location, and dollar amount), and the reason for requesting the investigation. The OCO will inform the card holder of the investigation finding within 10 business days (an investigation may take up to 45 calendar days), and any errors will be promptly corrected. If no error is determined, the OCO will notify the card holder within three business days after completion of the investigation.

20 GOVERNING LAW

This license agreement shall be governed by the laws of the District of Columbia.

Signature _____

Date _____

Printed name _____

AU ID number _____



AMERICAN UNIVERSITY

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