

American University
Housing and Dining Program License Agreement
Summer 2017

1 INTRODUCTION

American University (hereinafter “university”) enters into this Housing and Dining Program License Agreement (hereinafter “license agreement”) with the student whose signature is affixed to this license agreement (hereinafter “student” or “licensee”). This license agreement shall be 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 during the term of this license agreement, 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 license agreement does not constitute a lease or create or transfer any interest or a lien on real estate, and does not establish a landlord and tenant relationship between the university and the student. Accordingly, the student shall have no rights afforded to tenants in the District of Columbia by entry into this license agreement. The university reserves the right to terminate the license agreement in its discretion. The relationship between the university and the student shall be subject to the terms and conditions in this license agreement.

THIS AGREEMENT IS BINDING FOR THE DATES OF SUMMER STAY BETWEEN SUNDAY, MAY 14, 2017 AND SUNDAY, AUGUST 12, 2017, AS REQUESTED BY THE STUDENT (HEREINAFTER, THE “TERM”). THIS LICENSE AGREEMENT SHALL CONSTITUTE AN OBLIGATION ON THE PART OF THE STUDENT TO PAY THE UNIVERSITY FOR THE TEMPORARY LICENSE TO RESIDE IN THE UNIVERSITY RESIDENCE HALLS IN ACCORDANCE WITH THE TERMS HEREOF.

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 license agreement and are binding on the university and the student. It is the student’s responsibility to become familiar with all provisions of this license agreement and related university policies.

Upon submission of the license agreement or, as applicable, upon submission of an application electronically, the student shall comply with all of the terms and conditions of this license agreement. The authentication procedures for the university’s web portal or web application serve as an electronic signature for the student and shall be conclusive evidence the student’s agreement to be bound by the terms of this license agreement. The student acknowledges and agrees that 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 license agreement. Electronic submission of the application information does not guarantee that the student shall receive an offer of, or confirmation of, a housing assignment during the term. No oral statement made by any agent of HDP shall be considered a waiver or modification of any terms or conditions of this license agreement.

2 ELIGIBILITY

To be eligible for residence in university residence halls during the summer 2017 semester, the student must be registered as an undergraduate or graduate/professional student at the university for the spring 2017 semester, summer 2017 semester, or fall 2017 semester. The student must meet these requirements, unless waived in writing by the HDP assistant vice president or his or her designee. All students of the university in good standing meeting the foregoing criteria, including the licensee, shall be eligible for a housing assignment in the university residence halls 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’s occupancy in the university residence halls shall be subject to policies and procedures established by the university.

3. DATES OF OCCUPANCY

For purposes of this license agreement, “occupancy” shall mean accepting the assignment of a single occupancy room, or the assignment of a designated space within a double-occupancy room (as applicable, a “housing assignment”) by officially checking into a university residence hall in accordance with the check-in process designated by the university, or accepting the key or obtaining ID card access to occupy the housing assignment, whether or not the student takes occupancy of the housing assignment, for the term. Adjustments for room charges and meal plan charges are based on the date the student officially checks out of the university residence hall in compliance with a check-out process designated by the university, or, if later, the date the student’s personal belongings are removed from the housing assignment and keys have been returned to HDP. The student shall comply with the requirements of the check-out process designated by the university, by completing the Registration (REG) Card and Room Inventory Form to be provided to student by the university. The university shall have the right to bill the student an administrative fee in the amount of \$50 in the event the student fails to comply with the required check-out procedures. Any adjustments for room and meal plan charges will be determined in accordance with section 9.

A. Summer 2017 semester opening for students new to university on-campus housing will be Sunday, May 14, 2017 at 3pm. The student acknowledges and agrees that the university is not able to accommodate requests for early arrivals.

B. Summer 2017 semester housing assignments will be available between Sunday, May 14, 2017 and Saturday, August 12, 2017, with specific dates of occupancy as requested by the student through the application.

C. Spring to Summer Transition Housing: If the student has a spring 2017 semester housing assignment and is confirmed for a summer 2017 housing assignment beginning on Sunday, May 14, 2017, then the student may remain in his or her spring housing assignment or, at the discretion of the university, the student may be assigned transitional housing between the end of the spring 2017 semester and start of the summer 2017 semester. The transition from spring 2017 semester housing to summer 2017 semester housing will take place on Sunday, May 14, 2017. If the student will not commence residency in the university residence halls for the summer 2017 semester on Sunday, May 14, then the student will be required to move out of his or her spring 2017 semester housing assignment on Wednesday, May 10, 2017 at 12:00 noon, and may move into the university residence halls only on the student’s scheduled summer 2017 semester housing assignment start date.

D. Summer to Fall Transition Housing: If the student has a confirmed summer 2017 semester housing assignment and is confirmed for a fall 2017 semester housing assignment, the student may remain in his or her summer housing assignment until Sunday, August 13, 2017 when the student will move into his or her assigned fall housing assignment in accordance with the student’s fall 2017 semester housing license agreement. If the student does not have a confirmed fall 2017 semester housing assignment, the student will be required to move out of the summer 2017 semester housing assignment by Saturday, August 12, 2017 at 12:00 noon. All summer to fall transitions will take place on Sunday, August 13, 2017. No exceptions will be granted due to summer operations’ close out and fall opening.

4 PAYMENTS

A. The student understands and agrees that the license agreement is for a housing assignment in the university residence halls and not for a specific room or building. That is, specific housing assignments in particular university residence halls are not guaranteed. In consideration of the housing assignment by the university, the student agrees to pay the university the charges required by the university for that type of housing assignment in accordance with the terms of the license agreement. Due to the nature of residential buildings, the university and student acknowledge and agree that there may be variations in overall size and

dimensions among like rooms occupying the same number of students. No additional charge or credit will be assessed to the student's account to accommodate these variations.

B. Summer 2017 charges for residence within the university residence halls shall begin and end in accordance with contract start and end dates as established by the application request, or the student's check-in and checkout dates, or whichever combination of dates is greater in duration. Charges will be prorated accordingly as a result an agreed-upon change of housing assignment for which a higher or lower daily rate is assessed by the university. Charge adjustments as a result of cancellation and termination checkouts will be prorated on a case-by-case basis in accordance with the cancellation policy, as outlined in section 9.

C. The summer 2017 semester room rates shall be calculated on a nightly basis at the rate of \$46 per night per person for a double occupancy room and \$56 per night for a single occupancy room.

D. The student acknowledges and agrees housing services and/or a dining plan for the summer 2017 semester shall be charged through his or her student account.

E. Failure by the student to pay for all charges due per the license agreement does not constitute the cancellation of this license agreement by the student.

F. If the housing assignment is in a double-occupancy room, each person residing in the room shall be responsible for his or her own payments; however, both persons shall be responsible, jointly and severally, for such damages beyond reasonable wear and tear should cost of repairs need to be assessed.

5 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 housing assignment exclusively for residential hall lodging, study, living and educational purposes in accordance with this license agreement and the policies of the university. The student will not lodge any guest(s) in a university residence hall lounge or public space or any other university public space. The housing assignment shall not be used for any commercial purpose, or as a salesroom, office, or service area, or for storage of merchandise. Soliciting, selling, or promoting any goods or services in the university residence hall is prohibited, unless otherwise approved in writing by the assistant vice president of HDP or designee.

C. The student shall have a right of occupancy in and access to a housing assignment in the assigned university residence hall; shared use of designated student common facilities in the university residence hall in which the housing assignment is located; and use of bed, springs, mattress, desk, chair, drapes or blinds, and dresser, to be furnished by the university. The housing assignment, with its applicable rate, will be made by the university after entry into the license agreement, 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 license agreement will be shown on the assignment, as specified above. University-owned room furniture may not be removed from the room in which the housing assignment is located at any time, unless approved by the assistant vice president of HDP or designee and removed by authorized university staff. Painting of the room in which the housing assignment is located or the performance of any other alterations is not permitted. Upon occupancy, the student shall be responsible for reasonable care of the housing assignment and for the reporting of damages and/or problems with the housing assignment, as they occur.

D. Rooms in the university residence halls may only be occupied by the student(s) assigned to that particular housing assignment. Only the student bound by the terms of the license agreement may occupy the housing assignment. The student is prohibited from assigning or sub-licensing his or her rights or responsibilities under this license agreement to any person or other 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. Housing assignments may be changed at the request of the student, only upon written authorization from HDP and, if applicable, after the student(s) involved have made a serious attempt to adjust to the situation. 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 housing assignments it may consider necessary in its sole discretion. The university reserves the right in its sole discretion, at any time and from time to time, to reassign students without roommates to a shared housing assignment in order to accommodate more occupants in the university residence halls. The university further reserves the right to make housing assignment changes during the summer, as deemed necessary by the assistant vice president of HDP or his or her designee. The student occupying a housing assignment in a university residence hall may be required to share the room in which the housing assignment is located with one or more fellow students. The university reserves the right to assign students to temporary housing assignments when necessary. Students so assigned will be reassigned to permanent housing assignments as they become available. If a vacancy occurs in the room to which the student's housing assignment 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. 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 obtain an insurance policy for his or her personal property or have his or her parent's or guardian's insurance policy extended to their campus residence.

6. ROOM CONDITION

A. The university agrees to provide the room in which the housing assignment is located, and all public areas in and around the immediate building(s) accessible to the licensee in a clean, safe, and sanitary condition. During the term, the student agrees to maintain the housing assignment in a clean, safe, and sanitary condition. Upon termination of this license agreement, the student should leave the housing assignment, 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 room in which the housing assignment is located 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 room in which the housing assignment is located without express written permission from the assistant vice president of HDP or his or her designee; shall not damage or permit the damage of any part of such room; 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 room in which the housing assignment is located. 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 any life safety 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 shall remove non-university-approved lofts immediately. The university hereby disclaims any liability or 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 student shall be notified of the cost for key replacement when the student checks into his or her housing assignment. 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 term, the student agrees to follow official checkout procedures with a member of the university residence hall staff and to turn in any issued key(s) at the time of checkout. A student leaving the university residence halls during the term must notify HDP in writing of such intent prior to leaving. The student also agrees to leave his or her housing assignment 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 housing assignment is not in reasonable "move-in condition," the student agrees to pay the university a cleaning service charge and/or repair costs associated with damage to the room and/or furnishings. In addition, the student may be billed \$50 as an administrative fee for not following checkout procedures as instructed. When applicable, a credit of housing charges will date from the date of official checkout.

7 MAINTENANCE OF SPACE, ACCESS, AND UTILITIES

A. The university shall provide for general maintenance and upkeep of the housing assignment, 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 housing assignment is being cared for properly, the university's authorized agents and employees shall have the right, after first having given reasonable notice to student, to enter and/or inspect the housing assignment 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, the room in which the housing assignment is located may be entered for inspection by the university's authorized agents and employees only, whether or not student occupants are present. Any "prohibited items," as identified in the Residence Hall Regulations (pp.21-24) of the American University Student Code of Conduct (available online at <http://www.american.edu/ocl/sccrs/upload/AU-Student-Conduct-Code.pdf>) 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 housing assignment 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 housing assignment 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 university 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 university 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.

F. During the summer 2017 semester, it will be necessary to undertake residence hall refurbishing and renovation projects while students are in residence; the continued use of facilities during this type of construction period is required. In some instances, building or room reassignment may be required. The customary working hours are from 7:00 a.m. through 5:30 p.m., Monday through Friday. However, these working hours could include weekends and evenings as necessary. Reasonable efforts will be made to limit any inconvenience and to provide reasonable notice of such repairs or maintenance if entry into the assignment is required.

8 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 at all times.

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 university 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 housing assignment 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 10-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. Due to shared use of residence hall facilities during the summer, resident students who are 21 years of age or older may not possess, consume, or distribute alcohol (to other individuals who are also 21 years of age or older) in campus housing.

9 HOUSING CANCELLATION (PRIOR TO OCCUPANCY)

A. If the student wishes to cancel this license agreement, the student must do so by written notice to HDP. The student acknowledges and agrees that notification to other departments within the university does not constitute notification of a housing assignment cancellation. Housing assignments will not be deemed cancelled and terminated until officially approved by HDP (and student has checked out of his or her room, if applicable).

B. If student requests cancellation of the housing assignment less than 14 days prior to the requested check-in date, the student will be charged a \$200 cancellation fee, which charge will appear in the student's university account.

C. Exceptions to this cancellation policy may be granted in the case of academic or disciplinary dismissal or suspension during the summer, in which event a prorated cancellation of housing assignment 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 designee.

10 TERMINATION (AFTER OCCUPANCY)

A. After check-in a student is responsible for the full payment of requested stay (as established by the application process) regardless of actual check-out date. Exceptions to this policy will be made on a case-by-case basis, as determined by the assistant vice president of HDP or his or her designee.

B. If the student violates any of the terms and conditions of this license agreement –in particular, those set forth in section 8; subsections A, B, C, D, E; and section 14 – the student may be given written notice by the university that the license agreement has been terminated and the student may be required 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 charge may be assessed.

D. If the license agreement is terminated, as provided in A, B, or C above, the student must vacate the housing assignment 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 housing assignment 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 housing assignment. 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 student fails to vacate the assigned space upon termination of the license agreement, the student 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 future housing assignments.

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

11 CELL PHONE

The student will provide his or her 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.

12 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.

13 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.com

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.

14 DINING SERVICES (MEAL PLAN ENROLLMENT)

A. Summer meal plan options will be offered, but no minimum requirements are established for the summer term.

B. Summer 2017 semester meal plans begin with breakfast on the first day of summer 2017 semester classes and terminate with lunch on the last day of the final exam period for undergraduate students of the summer 2017 semester.

C. Unused meal credits (hereinafter, "meal swipes") for the spring 2017 semester will not be eligible for use during the summer 2017 semester and will expire per the academic-year housing and dining license agreement. Eaglebucks and Dining Dollars balances will carry forward throughout a student's tenure at the university. No refund for unused summer 2017 semester meal swipes will be issued by the university. All unused summer 2017 semester meal swipes will expire at the end of the summer 2017 semester.

15 MEAL PLAN CANCELLATION

Summer 2017 semester meal plans are eligible for change or cancellation only 10 business days after the housing assignment check-in date. If eligible for cancellations, but after use of the plan or funds associated with the plan, students will be charged only for the value of meal swipes, EagleBucks, or Dining Dollars used prior to change or cancellation.

16 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. For summer terms, only the EB account will be active and available for use.

B. Each card can provide access to a stored value account: EagleBucks. Student cards will be given access to EagleBucks (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.

17 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 (i.e., 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.

18 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.

19 MISCELLANEOUS PROVISIONS.

Time shall be of the essence in the performance of each of the student's obligations under this license agreement. This license agreement shall be governed by the laws of the District of Columbia. The courts of the District of Columbia shall have sole and exclusive jurisdiction over any disputes arising pursuant to this license agreement. If any provision of this license agreement shall be determined to be invalid, the remaining

provisions shall continue to be in full force and effect. In the event of any determination of a court of any university liability to student in connection with this license agreement, the aggregate amount of damages to be paid by the university shall not exceed the total amount paid by the student to the university under this license agreement.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

A.U. I.D. NUMBER: _____