

TERMS AND CONDITIONS OF THE EXTERNAL LONG-TERM STAY / INTERN GROUP (7+ Consecutive Weeks) LICENSE AGREEMENT – Summer 2023

The George Washington University (“GW or the University”): owner and/or operator of certain campus facilities that provide services to support education-related use by individuals and sponsoring organizations.

Licensee: an approved group or organization which has certain participants (each a “Group Participant”) that intends to reside at a GW facility for the purpose of participating in a structured internship, attending Summer courses at GW, or is in a structured volunteer role in the Washington, DC area, for an amount of time equal to or exceeding seven (7) consecutive weeks.

This Summer Housing License Agreement (the “Agreement”) between the GW and the Licensee sets forth the terms and conditions under which Licensee shall be permitted to use certain Housing, Dining/Catering, and Event/Classroom Space (as each is generally defined below) for a term and under the conditions as such spaces and services are more particularly set forth in the Reservation Confirmation (the “Licensed Space”).

1. GRANT OF LICENSE

Upon receipt of full payment of the reservation charges, the University grants to the Licensee a license to use the Licensed Space for a term and under the conditions of this Agreement. The parties mutually agree that nothing herein shall create a tenancy. The intent of the parties hereto is to agree to the use by the Licensee of the Licensed Space, that the grant hereof shall create a license only, that at all times relevant to the term of this License Agreement, and the parties shall stand in relation one to the other as Licensor-Licensee, and that Landlord-Tenant laws will not apply.

2. OBTAINING PERMISSION FOR USE

Permission to use any Licensed Space will be granted only through approval from GW Campus Living and Residential Education (“CLRE”). The Licensee shall not assign its rights, benefits, and duties under this Agreement to any other person, group, or entity. As required by law and to maintain the tax-exempt status of the University, any group requesting housing accommodations and services at GW must be involved in education-related activities while in residence at GW and in use of the Licensed Space. Licensee confirms that Licensee shall use the Licensed Space for education-related activities and Group Participants shall be participating in education-related activities while in residence at GW as provided in Licensee’s Request Form, and shall comply with all rules and regulations governing the use of the Licensed Space.

3. OCCUPANCY AND USE OF LICENSED SPACE

The University hereby grants the Licensee and its Group Participants permission to use all hallways, elevators, stairways, doors, and any and all other means of entering and exiting the Licensed Space that are commonly used for that purpose. The University may at any time and, at its sole discretion, change whole or part of the Licensed Space to which the Licensee is assigned.

- a. **Housing Space:** The University hereby grants the Licensee and its Group Participants permission to use the Housing Space solely for overnight accommodations, for the date(s) and occupancy set forth in the Reservation Confirmation. Occupancy of units may be for at least five (5) individuals on the Foggy Bottom Campus. The University expects Group Participants will welcome other individuals also assigned to their room with the utmost courtesy and consideration. Group Participants who inhibit or dissuade other assigned Group Participants from staying in their assigned room, and/or physically over occupying space or furnishings within a room are in violation of the terms and conditions of this Agreement and will be subject to administrative action up to and including relocation and/or termination of their individual reservation under this Agreement. Use of Housing Space (assigned rooms) is only provided by families or couples if requested in advance, in writing, and may be granted by GW CLRE, in its sole discretion.
- b. **Classroom Space:** The University hereby grants the Licensee and its Group Participants permission to use the Classroom Space solely for the use specified and for the date(s) and times indicated in the Reservation Confirmation. The Licensee shall not be entitled to store items of personal property in the Classroom Space. Noise in any Classroom Space should not disturb other classes, events, faculty, or staff. Rehearsals and/or performances may only be scheduled in Event Space, not in any Classroom Space. The Licensee shall not erect any signs inside or outside the Classroom Space beyond one (1) sign that may be placed outside of the Classroom Space and one (1) sign that may be placed at the registration tables for the Program if the registration is not located inside the Classroom Space. The Licensee is responsible for leaving the Classroom Space as it was found. Food and/or drink are not permitted in any Classroom Space.

- c. **Residential Event Space:** The University hereby grants the Licensee and its Group Participants permission to use Residential Event Space solely for the use specified and for the date(s) and times indicated in the Reservation Confirmation. The Licensee shall not be entitled to store items of personal property in the Residential Event Space unless a request for an exception is made in advance, in writing by the Licensee, and is granted by GW CLRE in writing, at its sole discretion. The University shall not be liable for loss of or damage to any such stored items. The Licensee may erect signs outside of the Residential Event Space with the condition that all signage is to be taken down immediately following the conclusion of the event. The Licensee is required to notify the University in advance of any food service occurring in the Residential Event Space, not directly arranged through GW CLRE. When applicable, only approved vendors may be used. The Licensee is responsible for any additional housekeeping charges incurred as a result of food service in the Residential Event Space. The Licensee is responsible for returning the Residential Event Space in acceptable condition including returning the room to its original setup, trash removal, and without damage to the space.

4. INSURANCE (Required for groups contracting for Classroom and Residential Event Space Services)

Fifteen (15) days prior to the Program start date, the Licensee shall deliver a certificate of insurance to the University as proof that the Licensee has in force insurance, which shall not be less than One Million Dollars (\$1,000,000.00) combined single limit liability and property damage (which shall include coverage for defamation and false arrest), and workers' compensation coverage, unless the Licensee is exempted from providing a certificate of insurance by law. The insurance specified shall provide for fifteen (15) days prior written notice to the University in the event coverage is substantially changed, canceled or non-renewed. The Licensee shall require any and all Licensee contractors, subcontractors, invitees or agents to carry the insurance required herein, or the Licensee may, at its option, provide insurance coverage for any or all such contractors, subcontractors, invitees or agents, provided the evidence of insurance submitted by the Licensee to the University so stipulates. Such insurance shall cover the liability of the Licensee, its agents, invitees and any contractors or subcontractors with respect to the Licensee's use of the facilities, equipment, or premises, and all obligations assumed by the Licensee under the terms of this License Agreement. All insurance policies (except workers' compensation insurance) shall name "The George Washington University" as an additional insured entity. Licensee's failure to comply with the insurance requirements set forth herein shall constitute a material violation of this Agreement. The Licensee may access GW's Certificate of Liability at the bottom of this webpage: <https://risk.gwu.edu/insurance>

5. BILLING, DEPOSITS, PAYMENTS, AND FINAL INVOICING

The Licensee shall be provided an Estimate of Charges for the Licensed Space as well as any subsequent services requested as part of this Agreement. The Licensee must select either the Group Billing Option or the Individual Billing Option at time of reservation. Only Housing Accommodation charges apply to the Individual Billing Option. All other services elected by the Licensee will be billed directly to the sponsoring organization. The Licensee agrees to adhere to the following billing, deposit, and payment schedules under the selection billing option:

a. **Agreements made under the Group Billing Option:**

- i. **First Payment or the "Deposit":** A first payment of fifty percent (50%) of the total estimated reservation costs for the Licensed Space and all services set forth in the Reservation Confirmation, is due upon submission of the signed License Agreement no later than thirty (30) day past the date sent. If the signed License Agreement and the 50% deposit are not received by GW CLRE within this thirty (30) day period, the reservation and all services set forth in the Reservation Confirmation shall be canceled by the University.
- ii. **Second Payment:** The remaining balance of the total estimated reservation charges for the Licensed Space and all services requested is due prior to the first scheduled date of arrival. Payment in full of the Estimate of Charges set forth in the Reservation Confirmation is required before the Licensee utilizes any service.
- iii. **Final Invoice:** A Final Invoice is typically sent within thirty (30) days following the reservation end date. The Final Invoice will include any additional and actual costs incurred by Licensee as a result of the use of the License Space or services provided pursuant to this Agreement, including, but not limited to extraneous fees such as lost access card charges, additional meeting space or audio visual equipment requests, damage fees, excessive cleaning fees, which exceed the total Estimate of Charges. The Final Invoice is due, in full upon the receipt. The Final Invoice will include an itemized list of charges. If the Licensee fails to submit payment of the Final Invoice within thirty (30) days after receipt, the Licensee will incur a late fee equal to 20% of the outstanding balance, payable to the University, along, with the original remaining balance due.

b. **Agreements made under the Individual Billing Option:**

Each Group Participant must complete their reservation by submitting a Pre-Registered Guest Summer Housing Application, including submission of a 50% deposit electronically via the GW Summer Housing eServices website at summerhousing.gwu.edu. The initial deposit must be received from each Group Participant at least fifteen (15) days before the Licensee's scheduled date of arrival. Full payment of remaining balance is due from the Group Participant prior to the date of arrival. A Group Participant may only be checked in once the total housing balance has been paid in full. Failure by any Group Participant to make a timely deposit and/or final payment will result in forfeiture of their Housing Space and termination of the individual reservation under this Agreement. The University reserves the right to reassign any terminated Housing Space under this Agreement, in its sole discretion, to others who seek housing accommodations, modify the Housing Space of the Licensee's Group Participants, or bill the Licensee for any unused Housing Space.

All payments shall be directed to "The George Washington University" and shall be made without demand, set-off or deduction of any kind. The name of the Sponsoring Organization and the name of the Program must be specified with all submitted payments. The Licensee agrees to adhere to the following payment method guidelines:

- c. **Payments by Mail:** Any payments being mailed to GW Summer Housing must be sent via priority mail, with a tracking number provided. Payments will be sent to: GW Summer Housing, 2350 H Street NW, Suite 106, Washington, DC 20052.
- d. **Payments by Credit/Debit Card:** Credit and Debit card payments will be accepted from any of the four major credit card networks (Visa, MasterCard, American Express, or Discover). Credit card payments must be made by the GW Summer Housing credit card payment portal at summerhousing.gwu.edu.
- e. **Payments by Electronic Funds Transfer (EFT):** EFT payments will be accepted by the University only if the Licensee can indicate the name of their organization with the payment. If the Licensee plans to make an EFT payment, routing information will be sent in a separate document upon request.

Account Number:	53 0355 3334
ABA # (for wires):	031 000 053
ABA# (for ACH):	054 000 030
SWIFT Code:	PNCCUS33 (for international payments)

- f. **Over Payments:** To avoid forfeiture, any payment made by the Licensee in excess of the Final Invoice amount must be requested for refund in writing by Licensee no later than September 1st of the same calendar year. Overpayments cannot be reserved and will not be applied to a future reservation made by the Licensee.

Unless the First and Second Payments are both received by University on or before the due dates, as set forth in the Reservation Confirmation, GW will not be obligated to provide the Licensed Space to the Licensee, to any Group Participant, and this Agreement may be administratively canceled by GW.

Payment of the Final Invoice as well as any late fees, not timely received may be referred to an attorney or outside agency for collection. The Licensee shall be solely responsible for all fees plus any collection costs, including attorney fees that the University incurs in collecting payments. The University also reserves the right to apply any outstanding debt of an individual Group Participant of a sponsoring organization, onto the sponsoring organization, should attempts by GW to collect directly from the individual be ignored.

6. DISTRICT OF COLUMBIA GROSS SALES TAX

A District of Columbia 14.95% Gross Sales Tax on transient occupancies and a 10% Gross Sales Tax on food or drink (both in amounts from time to time prescribed by law, together with any other tax prescribed by law) must be collected on the Summer use of residence hall facilities and/or provided meal and catering services by Licensee under this License Agreement. These taxes are assessed by the District of Columbia and are not required of the following types of entities:

- a. An instrumentality or agency of the United States, e.g. congressional offices. This exemption is available only if the entity is paying for the lodging and/or meal services with funds direct from the Licensee.
- b. An organization organized under 26 U.S.C. Sec. 501(c)(4) when the organization's membership is limited to a state, territory or possession of the United States or any political subdivision of a state, territory or possession.
- c. A semipublic (non-profit) institution that can provide the University with the Licensee's District of Columbia tax exemption documentation. To take advantage of this exemption, the Licensee's permanent address, as included on the Reservation Confirmation, must be located in the District of Columbia. Simply having a non-profit status and/or federal tax exemption status alone does not mean a group is exempt from DC local tax. If any of these exemptions apply, written documentation of the exemption must be submitted concurrent with the Licensee's Request form.

7. GROUP RESERVATION CHANGES

Once this License Agreement has been signed by the Licensee and returned to the University, the Licensee may not decrease the number of committed Group Participants, number of rooms, number of committed nights, or a reduction of other services by any more than 25% (by count or value) of the Estimate of Charges as stated in the Reservation Confirmation. The University will allow the Licensee to submit up to two (2) Long-Term / Intern Group Service Adjustment Forms to be used to request changes to the service terms of this Agreement. The Adjustment Form(s) must be submitted at least fifteen (15) days prior to the Reservation start date and are subject to review and approval prior to acceptance. If an Adjustment Form is not received within fifteen (15) days prior to the Reservation start date, the University will hold the Licensee financially responsible for the original number of participants, rooms, nights and other service charges agreed upon under this Agreement.

Any request to increase the number of participants, nights or services reserved will be granted based on the discretion of the University and availability. Any reservation change requests resulting in a lengthened stay or additional services made on or after the first scheduled date of arrival will require payment in full when approved. Any change resulting in Group Participant early departures will not be subject to refund. The Licensee will be responsible for paying the contracted amount or the amount actually used, whichever is higher. Individual Group Participants will not be able to modify their reservations on an individual basis. Any changes must be made through the Group Coordinator and must be limited to up to two arrival and/or departure dates offered to Licensees. Changes resulting in a shorter length of stay can only be made prior to occupancy.

a. Agreements made under the Group Billing Option:

Adjustment form(s) must be submitted at least fifteen (15) days prior to the first scheduled date of arrival and are subject to review prior to acceptance. If an Adjustment Form is not received within fifteen (15) days of the first scheduled date of arrival, the University will hold the Licensee financially responsible for the original number of Group Participants, rooms, nights and other service charges agreed upon under this Agreement.

b. Agreements made under the Individual Billing Option:

Reservation change requests by a Group Participant must be made directly through the Group Coordinator. Changes may only be made if arrival and departure dates align with other Licensee Group Participant reservations. Change of stay requests (resulting in a shortened stay) made less than fifteen (15) day prior to check-in will incur a \$250 Reservation Change Fee assessed directly to the Group Participant. Any change of stay requests (including early departures) made after a Group Participant's date of arrival will not be subject to refunds. Any reservation change requests resulting in a lengthened stay made on or after the date of arrival will require payment in full when approved.

8. GROUP RESERVATION CANCELLATIONS

Any Cancellation Request must be submitted in writing to GW CLRE by completing a Summer Housing Group Cancellation Form found via the GW Summer Housing eServices portal at summerhousing.gwu.edu. The Licensee agrees to adhere to the following cancellation schedules:

a. Agreements made under the Group Billing Option:

- i. A Group Reservation Cancellation request received by May 19, 2023 will be granted a full refund of any monies paid and released from all other financial obligations.
- ii. In the event that a Group Reservation is canceled after May 19, 2023 but thirty (30) or more days prior to the first scheduled date of arrival, twenty-five percent (25%) of the contracted service charges will be forfeited. The Licensee will then be released from all other financial obligations.
- iii. In the event that a Group Reservation is canceled after May 19, 2023 but twenty-nine (29) to fifteen (15) days prior to the first scheduled date of arrival, fifty percent (50%) of the contracted service charges will be forfeited. The Licensee will then be released from all other financial obligations.
- iv. In the event that a Group Reservation is canceled after May 19, 2023 and is fourteen (14) days or less prior to the first scheduled date of arrival, all payments made will be forfeited in full. The Licensee will then be released from all other financial obligations.
- v. If the Licensee does not arrive within twenty-four (24) hours after the first scheduled date of arrival and does not contact GW CLRE about a delayed arrival, the Group Reservation will be immediately cancelled, all reserved Licensed Space and services will be released, and all previous payments will be forfeited in full.
- vi. No refunds or adjustments will be made for the Licensee and/or any Group Participant who either arrives late or leaves prior to the reserved dates. The Licensee will be responsible for paying the contracted amount or the amount actually used, whichever is higher.

9. TERMINATION OF LICENSE AGREEMENT

GW reserves the right at any time, in its sole discretion, to terminate this Agreement, to suspend Group Participant(s) from campus, to postpone or cancel the assignment of any Licensed Space, or to postpone or cancel the commencement of services, as defined

in the Reservation Confirmation, if:

- a. Licensee fails to pay any sum under this Agreement when due;
- b. Licensee or Group Participant(s) violate any term of this Agreement;
- c. Licensee or Group Participant(s) fail to occupy or improperly vacates the Licensed Space;
- d. Group Participant(s) are ejected from participation in their educational activity;
- e. The Licensed Space is unavailable for use or unusable due to any damage, construction, renovation, or repair;
- f. For any other reason that the University, in its sole discretion, deems to be good cause.

If this Agreement is terminated because of the Licensee and/or its Group Participants' failure to perform any obligations under this Agreement, the Licensee will continue to be responsible for all fees due under or as a consequence of this Agreement, including the cost of collections and legal fees.

10. ON-SITE GROUP COORDINATOR RESPONSIBILITIES, PROTECTION OF MINORS, AND SUPERVISION OF GROUP PARTICIPANTS

The University, committed to the safety and well-being of minors on campus or in GW-sponsored activities, has established guidelines and procedures to promote the protection of minors. GW requires all non-university individuals and organizations using university facilities for programs and activities involving minors to comply with our Protection of Minors Policy. The full statement of this policy can be found at: <https://compliance.gwu.edu/protection-minors>. The Licensee is required to conduct background checks of all its adult chaperones and to supervise all Group Participants as follows when any participant is categorized as either Youth ages 10-13 and/or Youth ages 14-17 ("Adult Chaperone").

- a. **Group Coordinator:** The Licensee will provide one Adult person who will be responsible for the on-site housing coordination (the "Group Coordinator") and who is authorized and capable of making any necessary payments upon arrival and service changes during the Licensee's stay. This Group Coordinator is required to lodge with the group in the assigned building for the entire length of stay and must be able and available throughout the entirety of the Licensee's stay to communicate with GW CLRE staff. This Group Coordinator will be available to act as a referral for problems, answer questions, and provide verification of Group Participants. A sponsoring organization located within the Washington, DC region (25 mile radius) may request an exemption from the on-site coordinator requirement for an Adult only group if the Group Coordinator agrees to be accessible throughout the entirety of their reservation, day and night.
- b. **Background Checks:** The Licensee shall be solely responsible for ensuring that appropriate background and reference checks are conducted in advance on all its personnel and volunteers who will serve as an Adult chaperone in connection with this group. The Licensee, at a minimum, shall conduct criminal background checks and sex offender registry searches on all such persons, searching federal, state, district and county of residence records and verify that such background checks and searches have been conducted. The Licensee shall be solely responsible for conducting proper background checks and for securing any necessary consent from individuals. The Licensee shall abide by all applicable federal, state or local laws, rules, and regulations, including but not limited to equal opportunity laws and regulations, when conducting the background checks. The Licensee agrees to indemnify and hold the University harmless for any and all claims relating to the conducting of such checks and any adverse action that may be taken as a result of such checks.
- c. **Adult-to-Youth Ratio:** The Licensee is responsible for and shall adequately supervise its Group Participants who are under 18 years of age. The Licensee shall provide one on-site Adult Chaperone for every eight (8) Youth between the ages of 10-13 and one on-site Adult Chaperone for every ten (10) Youth between the ages of 14-17. The Licensee that has a mixture of youth ages 10-13 and youth ages 14-17, will adhere to the lower Adult-to-Youth ratio for their entire group. Emergency contact information for all Group Participants under 18 years of age must be collected by the Group Coordinator and shall be given to GW CLRE at least fifteen (15) days prior to the scheduled date of arrival, as part of their Group Participant/Housing Assignment List.

11. GROUP PARTICIPANT/HOUSING ASSIGNMENT LIST

Approximately thirty (30) days prior to the reservation start date, GW CLRE will provide the Licensee, a Group Participant/Housing Assignment List to be filled out by Licensee. At least fifteen (15) days prior to the reservation start date, GW CLRE and Licensee coordinate submission of the completed Group Participant/Housing Assignment List in a secure confidential manner. The Group Participant/Housing Assignment List must include the following information:

- d. First Name, Preferred First Name (if applicable), and Last Name.
- e. Clear designation of Sex or Gender Identity of Group Participant.
- f. Date of Birth (MM/DD/YYYY) and a categorization of each Group Participant as: Youth 10-13, Youth 14-17, Adult 18-24, Adult 25+.
- g. Designated dates of occupancy for each Group Participant.
- h. Emergency contact information for each Group Participant designated as Youth 10-13 or Youth 14-17: (Contact Person First and Last Name, Relationship to Group Participant, Contact Person email, and Contact Person Cell or Permanent Phone).

The Group Participant/Housing Assignment List must be submitted electronically in the same format as the original Excel spreadsheet, to the following e-mail address: sumhouse@gwu.edu.

The Licensee may also, for its Group Participants, request a Gender Inclusive Housing assignment for any unit, part of their reservation. All Group Participants assigned to a Gender Inclusive Housing assignment must agree to this assignment option, managed by the Licensee. The Licensee must also, at submission of their Group Participant/Housing Assignment List, confirm any Group Participant(s) with disabilities or other special needs regarding their Housing Space, outlining specific accommodation needs/requests. GW CLRE reserves the right to change the finalized Group Participant/Housing Assignment List, as needed. Failure to provide a Group Participant/Housing Assignment List fifteen (15) days prior to first scheduled arrival date in an electronic format may result in delays in room assignment upon arrival.

12. NON-PAYING PERSONS POLICY

Neither the Licensee nor any Group Participant may permit a non-paying person to occupy any Housing Space. Any non-paying individual found residing in any Housing Space may be subject to immediate removal and barred from campus. The Licensee will also be charged for an additional participant, for each non-paying person found, for the maximum length of stay under this Agreement.

13. GROUP PARTICIPANT ARRIVAL PROCEDURES

Group Participant arrival occurs from 3:00pm – 9:00pm daily. GW CLRE cannot accommodate check-ins before 11:00am on the first scheduled date of arrival. The Licensee and its Group Participants will not be permitted to check-in unless the Group Reservations is paid in full. Prior to the on-campus arrival, the Group Coordinator must choose the Group Check-In Option or an Individual Group Participant Check-In Option.

- a. **Group Check-In Option:** Under this option, the Group Coordinator will report directly to GW CLRE at the Summer Housing Office to pick up all Housing Access Cards for distribution to their Group Participants by the Licensee. The Licensee with multiple Group Participant arrival dates will only receive Housing Access Cards as each arrival date commences. The Group Coordinator must acknowledge receipt of all issued access cards for each participant by reviewing and signing the Housing Access Card Roster. This form will be kept with GW CLRE. The Group Coordinator assumes responsibility for distributing all access cards and must not swap access cards among Group Participants without first notifying GW CLRE of any changes.

The Licensee and its Group Participants arriving in masse earlier than 3:00pm, may request to have their luggage stored at a designated room only accessible by the Group Coordinator, if arranged prior to arrival. This service will incur a \$250.00 Luggage Storage Fee per usage day and is only available on the first scheduled date of arrival. One scheduled drop-off and one pick-up of the Licensee's luggage is permitted. Any items left in the luggage storage location after the first scheduled date of arrival will be deemed abandoned and disposed of by the University.

- b. **Individual Group Participant Check-In Option:** Under this option, the Licensee wanting to permit each Group Participant to check in individually at different arrival times may select the Individual Guest Check-In Option. Each participant will be responsible for checking in at the designated GW Summer Housing check-in location. Each Group participant will receive an access card to their assigned Housing Space (building and room).

Housing Access Cards are used to enter the residence hall building and specific room assigned to each Group Participant, are required to be carried by the Group Participant at all times, and must be presented to University Police and University staff upon request.

14. LINEN SERVICE

Linen service is neither provided nor available to the Licensee. Each Group Participant must plan to bring their own linens.

15. GROUP PARTICIPANT DEPARTURE PROCEDURES

The Licensee and its Group Participants must fully vacate the Licensed Space, officially check-out, and return all Access Cards no later than 11:00am on the scheduled date of departure. If the Licensee selected the Group Check-In Option, the Group Coordinator will collect and organize all Group Participant Access Cards and return them in masse to the GW Summer Guest Services Office. If the Licensee selected the Individual Group Participant Check-in Option, each Participant must officially check-out and return their Access Card directly to the GW Summer Housing Office.

Under extenuating circumstances, the Licensee may request, in writing, prior to the scheduled date of departure, a late check-out accommodation at the same housing rate per person per day for all Group Participants. All requests are subject to GW CLRE approval and availability. If the Licensee or any of its Group Participants fail to vacate the Licensed Space upon the scheduled date of departure, the Licensee shall pay the University \$150.00 per Group Participant per day for each day beyond their reservation date any Group Participant occupies the Licensed Space in addition to any costs incurred by the University in regaining possession of such Licensed Space.

Access Cards shall be returned to GW CLRE staff at the time of departure. Damage to an Access Card includes, but is not limited to: punching a hole in the card, affixing a sticker, or in any way making the card unusable. The Licensee or responsible Group

Participant will be assessed a \$25.00 fee for any broken, altered, or damaged access card, or any access card not returned within 24-hours of their scheduled date of departure.

When the Group Participant vacates the Housing Space, the Group Participant must ensure removal of all personal property and leave the room and any furnishings, fixtures, and appliances clean and in the same condition they were in when the Group Participant initiated occupancy. Items left in a Group Participant's Housing Space after departure or termination of the Agreement shall be treated as abandoned property and immediately disposed of by the University, in its sole discretion and without compensation. Any costs incurred by the University associated with such disposal will be the financial responsibility of the Licensee and/or the respective Group Participant. Items left behind will not be mailed back to the Licensee or Group Participant.

Fees for missing or damaged Access Cards will be posted to the Licensee's Final Invoice. If access cards are subsequently returned through the mail or in person more than 48-hours after their scheduled date of departure, the fees will not be refunded.

16. CAMPUS RULES AND REGULATIONS

The Licensee and its Group Participants agree to review and abide by all University policies and regulations that are or shall become effective during the License Period. These policies and regulations include the Code of Student Conduct (Code), and other publications and postings available from GW CLRE and the University. The Licensee must make certain that each Group Participant is aware of these policies prior to arrival, which are available on our Website at: <http://summerhousing.gwu.edu/rules>. The rules and regulations established by the Code, and this Agreement shall apply to Licensee and all Group Participants; however, only academic year GW students are entitled to a disciplinary process. As defined in the Code, a GW student is "any person currently enrolled, full-time, part-time, visiting or on a leave of absence or continuous enrollment, pursuing undergraduate, graduate, or professional studies, whether or not in pursuit of a degree or of any form of certificate of completion."

For Group Participants who are not GW students, policy violations will normally result in a warning (for minor violations) or immediate termination of the Group Participant's individual reservation and access to all services (for serious and/or repeated minor violations). GW may remove any Group Participant and may take immediate possession of the Licensed Space occupied by the Group Participant for a violation by the Group Participants of any terms of this Agreement and/or above policies and without refund to the Licensee. University Police and staff from GW Offices providing services have the authority to ask the Licensee and/or its Group Participants not adhering to these policies, to leave a Dining/Catering Space and/or Event/Classroom Space. Reports of violations of University policy received from the GW Police Department, GW CLRE staff, and/or any other GW Department will be considered factual and accurate, and may be the basis for decisions rendered with respect to the Licensee and its Group Participants.

Licensee and its Group Participants agree to review and abide by University policies related to Covid-19 safety precautions, generally described in <https://coronavirus.gwu.edu>. Specifically, Licensee agrees to follow all University safety directives, including but not limited to those related to testing, wearing of masks, social distancing and vaccinations. Any failure to follow such directives will be considered a breach of this License Agreement and will subject the Licensee to the penalties set forth in Section Nine (9), above, including but not limited to termination of this Agreement.

17. CHRONIC MISBEHAVIOR

A Group Participant who exhibits behaviors that signify their inability to live in a residential community, may be required to meet with GW CLRE staff to discuss, in consultation with the Licensee, whether the Group Participant should be moved to another hall, continue in residence, and/or whether the individual License Agreement of the Group Participant shall be terminated by the University, at its sole discretion.

18. VISITING GUEST POLICY

A Long-Term Stay Group Participant may, only with the prior approval of all roommate(s), have Visiting Guest(s) for a period not to exceed three (3) consecutive nights in a calendar week (Sunday to Saturday) or five (5) consecutive nights over two (2) consecutive weeks. Visiting Guest(s) are the responsibility of the Group Participant and are to be escorted by the sponsoring Group Participant at all times. Visiting Guest(s) may be asked to leave campus and/or all University property at any time by GW Police Department and/or GW CLRE staff if the Visiting Guest abuses the maximum guest visitation rights above. Administrative action may be taken against the Group Participant and or Visiting Guest whose Visiting Guest(s) exhibit(s) behavior not congruent with residence hall regulations as referenced in the "Campus Rules and Regulations", Section 17 of this Agreement. The total number of occupants, Group Participants and any Visiting Guest(s), of a room may not exceed double the established total capacity of the Housing Space. GW CLRE reserves the right to modify or restrict the Visiting Guest Policy at any time for the date(s) and occupancy set forth in the Reservation Confirmation.

19. CONDITION OF LICENSED SPACE

The Group Coordinator for the Licensee must report in writing to GW CLRE any encountered problems or concerns with the condition of their Licensed Space, no later than 24-hours upon arrival, and Classroom Space and/or Event Space upon first use. The Licensee and its Group Participants shall not disassemble, alter, or remove any item furniture or fixture of the University in the Licensed Space, nor nail, screw, tape, paint, or otherwise affix anything to any feature of the Licensed Space. Postings by the Licensee and its Group Participants are limited to name tags on Housing Space doors. With the exception of blue painter's tape, the use of adhesives and other hanging hardware is not permitted. All other posting and the distribution of palm cards or other print material is prohibited by the Licensee and its Group Participants. University staff reserves the right to ask Group Participants to remove any decorations from

walls, doors, windows, floors, etc. in its sole discretion.

The Licensee hereby accepts responsibility for any property damage to the Licensed Space and any and all other buildings and property of the University resulting from the use of the Licensed Space and such other property by the Licensee's presence and acts on the premises of the University, and promises to pay the University for lost, damaged, destroyed, altered, or unreturned University property, including but not limited to: furniture, technology and audio/visual equipment, Housing Access Cards, and any other item provided for Licensee for use by its Group Participants, when the loss is not attributable to the University. The Licensee will be assessed for any damages occurring during the time of the use of the Licensed Space. The Licensed Space of a Group Participant that has become so unsanitary as to create a health hazard, as determined by the University, will be ordered to be cleaned by specific assignment of housekeeping personnel. The Licensee and/or the responsible Group Participant will be charged for any such additional services.

Charges for damage to common-use areas, including furniture and fixtures located therein, may be assessed and billed to the Licensee. Fees for damages and/or cleaning services will be included in the Final Invoice. If the Licensee wishes to file a complaint with respect to the condition of the facilities that arise during the course of the term of this Agreement, the designated Group Coordinator for the Licensee must do so, in writing, prior to the Licensee's departure date outlining the issue(s) to be considered by the University.

20. ACCESS TO LICENSED SPACE

GW reserves the right, at any time and for any reason, in its sole discretion, to enter the Licensed Space without prior notice to perform maintenance and make repairs; for compliance with health, fire, building codes, or with University policies and regulations; or because of any situation that the University, in its sole discretion, deems to be a danger to health, safety, or property. During the Summer months, the University often performs maintenance and renovation projects on facilities such as painting, carpet replacement, and other long term repairs, which may result in required access to the Licensed Space.

The University further reserves the right to inspect a room at any time and its contents for violations of law of University policy and regulations, 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 members and guests of the University community. GW CLRE may conduct Health and Safety Inspections and GW Facilities Planning, Construction, and Management may conduct inventory inspections throughout the Summer. These inspections will be unannounced and will include, but are not limited to: a visual examination of electrical plugs, sprinkler heads, smoke detectors, and other life safety systems and an inventory count of provided furnishings. These inspections will also include a general assessment of food and waste storage and cleanliness of the rooms. 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. A complete list of prohibited items can be found at the following Website address: <http://summerhousing.gwu.edu/rules>.

21. SERVICE INTERRUPTIONS

Should the Licensee and its Group Participants experience unexpected and/or intermittent interruption of services including but not limited to: air conditioning or heating, hot water, kitchen appliances, elevator functionality, internet connectivity, and building/room electronic tap access, the Licensee must notify GW Facilities Planning, Construction, and Management or GW CLRE within twelve (12) hours of that service interruption. The University must be allowed a reasonable amount of time to investigate and attempt to rectify any service interruptions. The University's primary response to service outages may be temporary reassignments to a location where services are not interrupted for any prolonged outage. Any unexpected and/or intermittent service interruptions are not grounds for reimbursement by the University, particularly should the Licensee and their Group Participants decline a temporary reassignment.

22. LOSS OF PROPERTY

Whether or not due to the negligence or misconduct of the University, the University shall not be responsible for any property of the Licensee or its Group Participants which may be lost, damaged, or stolen, or for any loss thereof occasioned by fire, the elements, or other casualty. All property of the Licensee and its Group Participants brought to campus shall be at the Licensee and Group Participants' own risk. The Licensee acknowledges responsibility to obtain whatever insurance may be required to cover any loss or damage arising out of Licensee and Group Participants' use of the Licensed Space.

23. INDEMNIFICATION

The Licensee shall indemnify and hold harmless GW from any and all suits, actions and claims by its agents, employees, members, guests, and participants as a result of personal injury, including death, and or property damage occurring on or about the Licensed Space and while on the premises or any other property of the University which injuries are not caused by the sole negligence of the University or its employees or agents. The Licensee further shall indemnify and hold harmless the University from any and all suits, actions and claims by third-parties as a result of any personal injury, including death, and/or property damage caused by the actions of the Licensee and its Group Participants. The Licensee shall indemnify and hold harmless the University from any and all suits, actions, damages, losses, and claims arising from the acts or failure to act of the Licensee agents, employees, and its members.

24. FORCE MAJEURE

Neither party under this Agreement shall have any liability hereunder in the event that either party shall be delayed or hindered in, or

prevented from the performance of, any act required under this Agreement by reason of restrictive governmental laws, orders, rules, regulations or requirements, riot, insurrection, civil commotion or disturbances, results of any warfare or war-like conditions, sabotage, terrorism as substantiated by governmental advisory notices or warnings, explosions, accidents, vandalism or malicious action, fire or other casualty, exercise of police power, inclement weather, shortages or disruption of electrical power supply or other essential utilities, government or World Health Organization regulation or travel advisory/warning, curtailment of transportation services or facilities, epidemic or pandemic, acts of God or any other cause(s) similar or dissimilar to those listed herein, that are beyond the reasonable control of the effected party, provided however, that the party shall take reasonable, practical efforts available to perform its obligations for which performance was postponed under this Section as a result of the aforementioned events or occurrences. In the event that either party wish to invoke force majeure, that party shall within ten (10) calendar days after the occurrence of the event of force majeure has become known to that party, send written notice of such event to the other party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either party for services already performed. The parties will work in good faith to prevent one party from unfairly benefiting from the force majeure event.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

In the use and occupancy of the Licensed Space and with respect to the Program, the Licensee agrees not to discriminate in any manner on the basis of sex, race, age, color, national origin, religion, sexual orientation, gender identity or expression, disability, family responsibilities, matriculation, political affiliation, status as disabled veteran, or veteran of the Vietnam era or on any other basis prohibited by law or regulation. The Licensee agrees to comply, at the Licensee's expense, with all laws, rules and regulations in its use of the Licensed Space (including, but not limited to, all fire codes, laws and regulations) and Licensee shall obtain, at the Licensee's expense, any and all permits, licenses and other governmental authorizations that may be required in connection with such use. The Licensee's Failure to comply with this section will result in immediate cancellation of the Licensee's Event and termination of this Agreement.

26. CHOICE OF LAW

This Agreement shall be governed by the laws of the District of Columbia, without any reference to conflict of law provisions thereof.

27. LEGAL CONSULTATION

The Licensee must submit any proposed changes to the written language of this Agreement during the Reservation Request or the Pre-Contracting process. The Licensee intending to submit alternate language must submit it electronically as a (.PDF) document showing the requested changes using the Comments function to offer alternate language for consideration. Alternate language will be reviewed by GW's CLRE in consultation with GW's Office of General Counsel. The Licensee will only correspond with GW CLRE, not directly with GW's Office of General Counsel. GW CLRE staff will communicate the acceptance or denial of specific alternate language and will provide an Agreement Supplemental outlining approved alternate language as part of the Reservation Confirmation. If denied, the Licensee will either need to cancel their reservation or accept this Agreement in its original form.

28. NO LIENS, SUBORDINATION

The Licensee shall not cause or permit any liens of any kind to be placed on the premises or the University. This Agreement is subordinate to all mortgages on the Licensed Space.

29. SPECIAL CONTRACTED SERVICES

Unless prior written approval is obtained from the University fifteen (15) days prior to the Reservation start date, the Licensee shall not use any non-University service provider as part of their reservation. The Licensee may request non- University service providers if such services are not available through the University. GW, in its sole discretion, may approve non-University service providers. The Licensee must provide copies of all third-party contracts, including the third-party contractor's proof of insurance as outlined in Section Four (4) to GW for approval no less than fifteen (15) days prior to the reservation start date.

30. CAMPUS SAFETY INFORMATION

The University is committed to assisting all members of the GW community in providing for their own safety and security. GW's Annual Security and Fire Safety Report is available on the GWPD website at: <https://safety.gwu.edu/annual-security-fire-safety-report>. The report contains information regarding campus security and personal safety including topics such as: crime prevention, university police law enforcement authority, crime reporting policies, disciplinary procedures and other matters of importance related to security on campus. It also contains information about crimes that occurred on campus; in certain off-campus buildings or property owned or controlled by GW; and on public property within, or immediately adjacent to and accessible from the campus. This information is required to be available by law and is provided by the GW Police Department. The Licensee is responsible to report any possible Cleary Act incidents to GW Police Department immediately once made aware.

31. CAMPUS DINING

Any Licensee who resides on campus may participate in a GW Dining Plan. The Licensee and all Group Participants agree to be bound by and abide by all policies with respect to the use of Access Card for dining venue access and use of Access Card for dining purchases. Full payment of dining costs is due by the scheduled date of arrival. A Licensee may request to cancel a Dining Plan. A dining cancellation request received by the scheduled date of arrival, will be granted a full refund of any monies paid and release from all other financial obligations. A dining cancellation request received after the scheduled date of arrival, will result in forfeiture of all monies paid and release from further financial obligations. Licensee acknowledges and waives any and all rights to a refund of dining costs because of special dietary needs, medical reasons, religious requirements, conflicting academic and/or

work schedules, or University activities.

32. INTERNET ACCESS

Wireless internet service is provided in GW's residence halls provided to the Licensee and its Group Participants as part of their housing charges. Any service related issues should be directed to the GW's Information Technology Help Desk for resolution at: <https://it.gwu.edu>.

33. MISCELLANEOUS

The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's rights to subsequently enforce and compel strict compliance with every provision of this Agreement. Nothing herein shall be deemed to make GW engaged in any partnership or joint venture with the Licensee. The Licensee shall not use the name of GW, any variation of the name of GW, or any of GW's logos or registered marks without the prior written consent. This Agreement constitutes the entire understanding between all the parties with respect to the subject matter hereof and may not be amended at any time except by an amendment approved and signed by authorized representatives of both parties.

34. NOTICES

All notices under this Agreement shall be e-mailed to the designated Group Coordinator. An original copy of any document requiring a signature must be scanned or mailed to the below GW Address. Any payments must be mailed to the below address.

Office Mailing Address

Campus Living and Residential Education
Summer Housing
2350 H Street NW, Suite 106
Washington, DC 20052
(202) 994-2552 – phone
sumhouse@gwu.edu

Please indicate the name of your organization with payment or any communication.