

## **SUMMER HOUSING LICENSE AGREEMENT FOR ALL INDIVIDUAL GUESTS (LICENSEES) – SUMMER 2023**

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

Licensee: an approved 1.) individual guest (external Summer guest) or 2.) GW student, who desires Summer use of University residence hall facilities to support an educationally related purpose. An “educationally related purpose includes”: (a) participation in a structured internship, (b) employment or volunteer position in the Washington D.C. area, (c) enrollment in Summer course(s) at the University, for an amount of time equal to or exceeds a seven (7) week stay. All other individuals are deemed an external Summer guest. All resident types are represented by this Summer Housing License Agreement (“License Agreement” or “Agreement”).

### **TERMS AND CONDITIONS**

#### **1. GRANT OF LICENSE**

The University grants to the Licensee a license to use the “Housing 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 Housing 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 Housing 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 individual or sponsoring group requesting housing accommodations at GW must be involved in non-profit or education-related activities while in residence at GW and use of the Housing Space. The Licensee shall comply with all rules and regulations governing use of the Housing Space.

#### **3. OCCUPANCY AND USE OF HOUSING SPACE**

The University hereby grants the Licensee permission to use all hallways, elevators, stairways, doors, and any and all other means of entering and exiting the Housing 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 Housing Space to which the Licensee is assigned. The University shall select and may change at any time, at its sole discretion, the space to which the Licensee will be assigned and the furnishings, features, and other occupants of the room. The University reserves the right to reassign the Licensee, after notification. If the Licensee requests a type of accommodation that is not available, the Licensee will be assigned to and charged the rate for alternative accommodations chosen by the University. The University reserves the right at any time during the Summer to fill vacancies in any room, apartment, or townhouse. Roommate requests based upon race, color, religion, sexual orientation, physical characteristics, or national origin will not be considered. A meal plan is not included with this Agreement. Further, whether or not due to the negligence or misconduct of the University, the University shall not be responsible or liable for any property of the Licensee that may be lost, damaged, or stolen, or for any loss thereof occasioned by fire, the elements, or other casualty. All property of the Licensee shall be in the Housing Space at the Licensee’s own risk, and it is the Licensee’s sole responsibility to procure renter’s insurance if it desires such coverage.

The Housing Space must be occupied by the Licensee to whom it is assigned and may not be sublicensed to any other person or occupied by any other person. A Licensee assigned to a single occupancy room may not take on roommate(s). Assignments are only valid for those who have electronically submitted an application with GW CLRE. Housing is not provided to families or couples. When reserving shared occupancy space, the University expects individuals will welcome other licensees also assigned to their shared space with the utmost courtesy and consideration. A Licensee with a vacancy in his/her room should anticipate having a roommate(s) assigned to the vacant space at some point during their occupancy. Licensees who inhibit or dissuade others from moving into their room, and/or physically occupy the vacant space or furnishings within their room are in violation of the terms and conditions of this Agreement and submit themselves to administrative, financial, and/or judicial action up to and including administrative moves and/or termination of this Agreement.

Subject to availability, a Licensee may opt to buy out all unoccupied spaces in a multiple occupancy apartment; this option may only be exercised after they have arrived to campus and checked in. Payment in full is required to fulfill request. The Licensee agrees to have their name, e-mail address, gender identity, and dates of stay made available to roommates. GW CLRE reserves the right to relocate Licensee to a temporary assignment at GW CLRE’s discretion.

#### **4. LICENSE PERIOD**

This Agreement is issued only for continuous calendar weeks (with an eight week minimum) for individuals guests including GW students eligible to live-in during Summer 2023 term and non-GW students taking Summer 2023 courses. The specific dates and

minimum stay requirements are outlined as part of reservation and application process. The License Agreement expires at the end of the scheduled departure date, unless it is adjusted, canceled, or terminated earlier as specified below (the "License Period"). The Licensee waives any right to remain in the Housing Space beyond the end of the License Period.

## **5. ELIGIBILITY**

Summer housing is open and subject to availability, for individual guests who participate in a structured internship, employment or volunteer position in the Washington D.C. area, and/or who takes Summer course(s) at the University. The University reserves the right to confirm the Licensee's eligibility. The Licensee that selects a Greek Housing option must be confirmed as approved by the sponsoring Fraternity or Sorority prior to registration. Those individuals who are not confirmed as approved by the sponsoring Fraternity or Sorority will be administrative reassigned to alternate housing. Additional cost may be assessed to the Licensee for such alternate housing accommodations. The Licensee must be at least eighteen (18) years of age by May 1, 2023. If the Licensee is under eighteen (18) years of age as of May 1, 2023, the Licensee shall provide proof that Licensee is an enrolled student of a U.S. institution of higher education. If the Licensee is under eighteen (18) years of age as of May 1, 2023 and is not an enrolled student of a U.S. institution of higher education, the Licensee shall be required to independently obtain the appropriate supervision necessary to satisfy the University's adult to youth ratio for the duration of the Licensee's stay. If the Licensee has an overdue balance of more than \$2,000.00 owed to GW, the Licensee will not be eligible for Summer housing until the balance is paid in full to the University.

## **6. DEPOSITS AND PAYMENTS**

A deposit is required for individual guests (external Summer guests) when initially applying for Summer housing. The deposit amount, as required upon date of application, is a flat fee and is available on our Website at: <http://summerhousing.gwu.edu>. The deposit will be credited towards the final bill. All Summer Housing Fees for GW academic-year students are applied onto an individual's Student Account. All Summer Housing Fee payments for external Summer guests must be made via the GW Summer Housing credit card payment portal at [summerhousing.gwu.edu](http://summerhousing.gwu.edu). Credit and Debit card payments will be accepted from any of the four major credit card networks (Visa, MasterCard, American Express, or Discover). Full payment is due by the Friday prior to the scheduled date of arrival. The Licensee may only be checked in once the total housing balance has been paid in full. Failure to make timely payments will result in forfeiture of the Housing Space and cancellation of this License Agreement.

The University reserves the right to employ a collection agency, refer GW academic-year students to the University's Office of Student Accounts, or pursue other legal options, to collect all balances that are not paid on time. These charges are also subject to action by a collection agency or the University's Office of Student Accounts. The Licensee shall be solely responsible for all fees plus any collection costs, including attorney fees, which the University incurs in collecting payments. Any payment above and over the Final Invoice amount must be requested for refund no later than September 1, 2023 to avoid forfeiture. Overpayments from one year will not be applied to a future reservation.

## **7. DISTRICT OF COLUMBIA HOUSING ACCOMMODATIONS TAX**

A District of Columbia 15.95% Gross Sales Tax on transient occupancies must be collected on the housing accommodations of any Licensee not attending Summer courses at GW or enrolled as a full-time student at a college or university within the District of Columbia. Under this Agreement, GW students and non-GW academic-year student attending Summer 2023 courses are not subject to the District of Columbia's 15.95% Gross Sales Tax on transient occupancies. Licensees enrolled as a full-time student at another college or University within the District of Columbia must provide proof of enrollment by May 19, 2023 for the Spring 2022 semester or the Fall 2023 semester to be exempted from the Gross Sales Tax.

## **8. RESERVATION CHANGES**

Change of stay requests (resulting in a shortened length of stay) made less than fifteen (15) days prior to the scheduled date of arrival will incur an additional \$250.00 Reservation Change Fee. A Licensee is still responsible for payments for a minimum of seven (7) consecutive weeks or one (1) Summer term regardless of any reservation change request. Refunds will only be given for payments beyond this minimum. Changes (resulting in a shortened length of stay) can only be made prior to the scheduled date of arrival and/or occupancy. Change of stay requests (resulting in a lengthened stay) made at any time will require immediate payment in full of the additional weeks or term when requested. Refunds or discounts will not be given for late arrivals or early departures outside of the reservation change process.

## **9. RESERVATION CANCELLATIONS**

Any cancellation request of a Summer housing assignment must be submitted to GW CLRE by completing the Summer Housing Cancellation Form found via the GW Summer Housing eServices portal at [summerhousing.gwu.edu](http://summerhousing.gwu.edu). The Licensee agrees to adhere to the following cancellation schedules:

- a. A reservation cancellation request received by May 19, 2023 (11:59pm EDT) will be granted a full refund of any monies paid and release from all other financial obligations.
- b. A reservation cancellation request received after May 19, 2023, will result in forfeiture of all monies paid and release from further financial obligations.

- c. If the Licensee does not arrive within seven (7) days after the scheduled date of arrival and does not contact GW CLRE about a delayed arrival, the reservation will be immediately canceled, the reserved Housing Space will be released, and all previous payments will be forfeited in full.
- d. If the Licensee changes the date of arrival, and subsequently cancels the reservation, the Licensee is still bound by the cancellation policy with their original scheduled date of arrival. Failure to notify GW CLRE of their cancellation request shall result in forfeiture of monies paid.

#### **10. ROOM CHANGE REQUESTS**

Room changes at the request of the Licensee are not considered in advance of the Licensee's arrival onto campus and occupancy of the Housing Space. The Licensee may upgrade their housing accommodations prior to or during their stay if available or applicable. Payment in full for the additional cost of the upgraded accommodations for the entire length of stay will be immediately required to fulfill requests. Room changes may also occur as a result of administrative need in accordance with Section 3 of this License Agreement.

#### **11. TERMINATION OF LICENSE AGREEMENT**

GW reserves the right at any time, in its sole discretion, to terminate this License Agreement, to suspend the Licensee from campus, to postpone or cancel the assignment of any Housing Space, or to postpone or cancel the commencement of services if:

- a. Licensee fails to pay any sum under this License Agreement when due, violate any other term of this License Agreement, ceases to be eligible for Summer accommodations, or fails to occupy or improperly vacates the Housing Space;
- b. The Housing Space is unavailable for use or unusable due to any damage, construction, renovation, or repair,
- c. For any other reason that the University, in its sole discretion, deems to be good cause

If this License Agreement is terminated because of the Licensee's failure to perform any obligations under this License Agreement, the Licensee will continue to be responsible for all fees due under this License Agreement, for the entire original License Period, including costs of collections and legal fees.

#### **12. NON-PAYING PERSONS POLICY**

The Licensee may not permit a non-paying person to occupy any portion of the Housing Space. Any non-paying individual found residing in any portion of the 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 License Agreement.

#### **13. INDIVIDUAL GUEST CHECK-IN/ARRIVAL PROCEDURES**

Individual Guest Check-in/Arrival occurs daily from the designated GW Summer Housing check-in location at designated times published at [summerhousing.gwu.edu](http://summerhousing.gwu.edu). GW CLRE cannot accommodate check-ins before 11:00am on the first scheduled date of arrival. At Check-in/Arrival, the Licensee will be issued a Housing Access Card used to gain entry into the Licensee's residence hall and residence hall room. The Housing Access Card must be presented to GW Police and GW CLRE staff upon request at all times.

#### **14. LINEN SERVICE**

Linen service is neither provided nor available to the Licensee. Individual Guests must plan to bring their own linens.

#### **15. INDIVIDUAL GUEST CHECK-OUT/DEPARTURE PROCEDURES**

The Licensee must fully vacate the Housing Space, officially check-out, and return all Access Cards no later than 11:00am on the scheduled date of departure of the License Period or immediately upon termination of this License Agreement. The Licensee must check out no later than 11:00am on the scheduled date of departure. If the Licensee fails to vacate the Housing Space upon the scheduled date of departure, the Licensee will be deemed a trespasser and an additional Holdover Fee of \$150.00 per day will be levied until the Licensee leaves or is administratively removed by the University.

The Licensee's Housing Access Card 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 will be assessed a \$50.00 fee for any broken, altered, damaged Housing Access Card, or if an Access Card not returned within 24-hours of Licensee's scheduled date of departure. Housing Access Card Replacement are due no later than thirty (30) days after being posted Licensee's Final Invoice. If the Licensee's Housing Access Card is subsequently returned through the mail or in person more than 48-hours after their scheduled date of departure, the fee will be not be refunded.

When the Licensee vacates the Housing Space, the Licensee must ensure removal of all personal property and leave the room and any furnishings, fixtures, and appliances in "broom clean" condition and in the same condition they were in when the Licensee initiated occupancy. Items left in the Licensee'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. Items left behind will not be mailed back to the Licensee.

## **16. CAMPUS RULES AND REGULATIONS**

The Licensee agrees to review and abide by all University policies and regulations that are or shall become effective during the reservation. These policies and regulations include the Code of Student Conduct (Code) and other publications available from GW CLRE. The Licensee must be aware of these policies prior to arrival, which are available on our Website at: <http://summerhousing.gwu.edu/rules>. Licensees who are GW Students remain subject to the Code of Student Conduct and other applicable university policies throughout the duration of their stay in Summer Housing, including conduct proceedings. Licensees who are not GW Students may not engage in “prohibited conduct” as defined by the Code of Student Conduct (Section VII), but are not entitled to the conduct proceedings as provided by the Code of Student Conduct.

For all others, who are not GW Students, policy violations will normally result in a warning (for minor violations) or immediate termination of the License Agreement (for serious and/or repeated minor violations). GW CLRE may remove any Licensee and take immediate possession of the Housing Space occupied by the Licensee for a violation of any terms of this License Agreement and without refund to the Licensee. 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.

The Licensee 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 and visitor directives, including but not limited to those related to 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 9, above, including but not limited to termination of this Agreement.

## **17. CHRONIC MISBEHAVIOR**

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

## **18. VISITING GUEST POLICY**

A Licensee may, only with the approval of all roommate(s) (if applicable), have visiting Guest(s) for a period not to exceed three (3) consecutive nights Monday through Friday or five (5) consecutive nights where a stay includes Saturday and Sunday. No same individual may stay more than two separate visits over the License Period; doing so is a violation of the “Non-Paying Person Policy”, Section Twelve (12) of this License Agreement. Visiting Guest(s) are the responsibility of the Licensee and are to be escorted by the Licensee 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 Licensee 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, Licensee 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 HOUSING SPACE**

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. The Licensee shall not disassemble, alter nor remove any furniture or fixture of the University in the Housing Space, nor nail, screw, tape, paint, or otherwise affix anything to the Housing Space. Posting by the Licensee is prohibited in hallways, common areas, or any area visible to others including windows. University staff reserve the right to ask the Licensee to remove any decorations from walls, doors, windows, floors, etc.

The Licensee hereby accepts responsibility for any property damage to the Housing Space and any and all other buildings and property of the University resulting from the use of the Housing Space and such other property by the Licensee's presence and acts on the property of the University, and promises to pay the University for lost, damaged, destroyed, altered, or unreturned University property, including but not limited to: furniture, housing room and mailbox keys, Access Cards, and any other items provide for Licensee, 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 Housing Space. When damage cannot be attributed to a specific Licensee within an assigned room/unit, the damage shall be attributed to all of the Licensees assigned to that specific room/unit. The room/unit of a Licensee that has become as unsanitary as to create health hazards, as determined by the University, will be ordered to be cleaned by specific assignment of housekeeping personnel. The Licensee will be charged for such additional services.

Charges for damage to common-use areas, including furniture and fixtures located therein, may be assessed and billed equally to all Licensees of the residence hall where the damage occurred. Fees for damages and/or cleaning services will be included in the final Invoice and are due no later than thirty (30) days after departure. 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 the License, the Licensee must do so, in writing, prior to the Licensee's departure from campus housing outlining the issue(s) to be considered by the University.

## **20. ACCESS TO HOUSING SPACE**

GW reserves the right, at any time and for any reason, in its sole discretion, to enter the Housing 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 Housing Space.

The University further reserves the right to inspect a room at any time and its contents for violations of law and 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 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 disable, 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 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 decline a temporary reassignment.

## **22. LOSS OF PERSONAL PROPERTY**

Whether or not due to the negligence or misconduct of the University, the University shall not be responsible for any personal property of the Licensee 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 brought to campus shall be at the Licensee's own risk. The Licensee acknowledges responsibility to obtain whatever insurance may be required to cover any loss or damage arising out of Licensee's use of the Housing 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 Housing Space and while on the residence hall facility property 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. 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. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

In the use and occupancy of the Housing Space, 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 Housing 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 termination of this License Agreement.

## **25. CHOICE OF LAW**

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

**26. 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 George Washington Police Department.

**27. CAMPUS DINING**

Any Licensee who resides on campus may participate in a GW Dining Plan. The Licensee agrees to be bound by and abide by all policies with respect to the use of Housing Access Card, which also holds dining plan accounts. Full payment of dining costs is due by the scheduled date of Licensee's 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.

**28. INTERNET ACCESS**

Wireless internet service is provided in GW's residence halls provided to the Licensee 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>.

**29. 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.

**30. 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.