

TERMS AND CONDITIONS OF THE EXTERNAL LONG-TERM STAY / INTERN GROUP (7+ Consecutive Weeks) LICENSE AGREEMENT – Summer 2017

GW or the University: owner and/or operator of certain campus facilities which provides housing, dining/catering, and event/classroom space services to support education-related use for organizations and their participants.

Licensee: an approved group or organization which has certain participants (the “Group Participants”) that intend to reside at a GW facility for the purpose of participating in a structured internship, attending Summer 2017 courses at GW, or is in a structured volunteer role in the Washington, DC area, for an amount of time equal to or exceeds seven (7) consecutive weeks.

1. TERM OF LICENSE

The University grants to the Licensee a license to use Housing, Dining/Catering, and Event/Classroom space (the “Licensed Space”) as more particularly set forth in the Reservation Confirmation of university facilities and services under this License Agreement (the “Agreement”). The parties mutually agree that nothing herein shall create a tenancy, that it is the intent of the parties hereto to agree to the use by the Licensee of certain facilities of the University and that the term hereof shall create a license only, and that at all times relevant to this License Agreement the parties shall stand in relation one to the other as Licensor-Licensee, and 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 Housing. 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 non-profit or education-related activities while in residence at GW and use of the Licensed Space under the terms and conditions herein is for educational purposes and such use shall comply with all rules and regulations governing 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 change at any time, at its sole discretion, 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 rooms may be for up to four (4) individuals on the Mount Vernon Campus and six (6) individuals on the Foggy Bottom Campus. The University expects Group Participants will welcome others 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 is only provided to families or couples if an exception is applied for in advance and in writing and granted in writing by GW Housing.
- 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. 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 Conference 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. **Event Space:** The University hereby grants the Licensee and its Group Participants permission to use the 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 Event Space unless an exception is applied for in advance, in writing and granted in writing by the University. The University shall not be liable for loss of or damage to such stored items. The Licensee may erect signs outside of the Event Space with the condition that all signage is to be taken down immediately following the conclusion of the event. Any food served in the Event Space must be communicated to the Summer Housing Office as part of the contracting provider. When applicable only approved vendors may be used. The Licensee is responsible for any additional charges incurred as a result of food service in Event Spaces including but not limited to housekeeping fees. The Licensee is responsible for returning the event space in acceptable condition including room setup, trash removal, and without damage to the space.

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

Thirty (30) days prior to the Conference 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 thirty (30) 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 additional insured. Client's failure to comply with the insurance requirements set forth herein shall constitute a material violation of this Agreement.

5. BILLING, DEPOSITS, PAYMENTS, AND FINAL INVOICING

The Licensee shall be provided an Estimate of Charges for any Housing, Dining/Catering, and Event/Classroom Space and 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 and Administrative Fees 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 or deposit of fifty percent (50%) of the total estimated charges, of all services requested, is due upon submission of the signed License Agreement at least sixty (60) days before the first scheduled date of arrival. If the signed License Agreement and the 50% deposit are not received by GW Housing at least forty-five (45) days before scheduled date of arrival, the reservation may be cancelled by the University.
- ii. **Second Payment**: The remaining balance of the total estimated reservation charges for all services requested is due fifteen (15) days prior to the first scheduled date of arrival.
- iii. **Final Invoicing**: Final Invoicing typically occurs within 30 days following the last schedule date of departure. 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 keys and access card charges, additional meeting space or audio visual equipment, damages or linen service fees, excessive cleaning fees which exceed the total estimated reservation charges, must be paid in full upon the receipt of a Final Invoice from GW. Final Invoicing will be accompanied by an itemized list of charges. If the Licensee fails to submit Final Payment for any remaining costs within thirty (30) days after Final Invoicing, the Licensee will incur a late fee equal to 20% of the outstanding balance, payable to GW Housing, with the 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 at: <http://summerhousing.gwu.edu/apply>. The initial deposit must be received from each Group Participant at least thirty (30) days before the 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 assigned 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. Payments will be sent to: GW Summer & Conference Housing, P.O. Box 418405, Boston, MA 02241-8405. The Organization Name must be specified with all submitted payments. Groups may also pay by credit card (Visa, MasterCard, or American Express); be advised that credit card payments may incur an additional 1% service charge to the amount charged. Credit card payments must be taken direct by GW Summer & Conference Housing staff during regular business hours.

Unless the First and Second Payments are received by their respective due dates, GW will not be obligated to provide the Licensed Space for Licensee, and may be administratively cancelled by GW. If the Second Payment is not received by its due date, the University may, in its sole discretion, elect to cancel use of the Licensed Space and terminate this License Agreement. A Final Payment 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 reserves the right to apply any outstanding individual Group Participant debt onto the sponsoring organization should attempts by GW to collect directly from the individual be ignored. Any payment above and over the Final Invoice amount must be requested for refund no later than September 1, 2017 to avoid forfeiture. Overpayments from one year will not be applied to a future reservation.

5. DISTRICT OF COLUMBIA HOUSING ACCOMMODATIONS TAX

A 14.5% District of Columbia Housing Accommodations Tax and a 10% Meal Service Tax 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 service with funds direct from the Licensee.
- b. A semipublic (non-profit) institution physically headquartered in or that has an affiliated chapter/office located within the District of Columbia, with a substantial part of its activities in the District. It is not necessary that it be incorporated in the District.
- 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 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 Long-Term Stay / Intern Group Housing Request Form.

6. GROUP RESERVATION CHANGES

The University will allow the Licensee to submit up to two Long-Term / Intern Group Service Amendment Forms to be used when needing to make changes to this Agreement. Once this 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 committed nights, or a reduction of other services by any more than 25% (by count or value) of the total estimated Reservation Charges with an Amendment Form. 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 reservation change request 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:**

Amendment 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 Amendment 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 participants, rooms, nights and other service changes 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.

7. EFFECT OF PRIOR AGREEMENT

All terms and conditions of this Long-Term Stay / Intern Group License Agreement shall remain in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and any Amendment, the terms and conditions set forth in this Long-Term Stay / Intern Group License Agreement shall control.

8. GROUP RESERVATION CANCELLATIONS

Any Cancellation Request must be submitted in writing to GW Housing by completing a Summer & Conference Housing Group Cancellation Form found on our Web site at: <http://SummerHousing.gwu.edu/cancel>. 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 March 31, 2017 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 cancelled after March 31, 2017 but more than thirty (30) days prior to the first scheduled date of arrival, all Administrative Fees will be forfeited as well as 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 cancelled twenty-nine (29) to fifteen (15) days from the first scheduled date of arrival, all Administrative Fees will be forfeited as well as 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 cancelled fourteen (14) days or less prior to the first scheduled date of arrival, all payments will be forfeited in full. The Licensee will then be released from all other financial obligations.

If the Licensee does not arrive within twenty-four (24) hours after the first scheduled date of arrival and does not contact GW Housing 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.

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.

b. Agreements made under the Individual Billing Option:

- i. Reservation cancellations by an individual Group Participant must be submitted in writing to your Group Coordinator and to GW Housing by electronically completing the Summer & Conference Housing Cancellation Form found on our Website at: <http://SummerHousing.gwu.edu/cancel>.
- ii. A reservation cancellation request received by March 31, 2017 will be granted a full refund of any monies paid and release from all financial obligations.
- iii. In the event that a Group Participant cancels after March 31, 2017 but more than thirty (30) days prior to their scheduled date of arrival, the Administrative Fee will be forfeited and in addition, the Group Participant will be charged a \$400 Cancellation Fee.
- v. In the event that a Group Participant cancels twenty-nine (29) to fifteen (15) days from their scheduled date of arrival, the Administrative Fee will be forfeited as well as fifty percent (50%) of their contracted housing charges will be forfeited and released from all other financial obligations.
- iv. In the event that a Group Participant cancels fourteen (14) days or less, prior to their scheduled date of arrival, all payments will be forfeited in full and released from all other financial obligations.

If the Group Participant does not arrive within twenty-four (24) hours after the scheduled date of arrival, the reservation will be cancelled and all previous payments will be forfeited in full.

No refunds or adjustments will be made for those Individual Bill Group Participants who either arrive late or leave prior to their reserved dates. If an Individual Bill Group Participant changes the date of arrival, and subsequently cancels the reservation, the Group Participant will still bound by the cancellation policy for the original scheduled date of arrival.

9. TERMINATION OF LICENSE AGREEMENT

GW reserves the right at any time, in its sole discretion, to terminate this Agreement, to suspend a Group Participant 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) the Licensee fails to pay any sum under this Agreement when due, violate any other term of this Agreement, cease to be eligible for Summer accommodations and services, or fail to occupy or improperly vacate the Licensed Space; (B) if the Licensed Space is unavailable for use or unusable due to any damage, construction, renovation, or repair; or (C) 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 costs of collections and legal fees.

10. ON-SITE CONFERENCE 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: go.gwu.edu/SummerHousingProtectionofMinors. 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.

- 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 Housing 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 Housing 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 first scheduled date of arrival, GW Housing will electronically send the Licensee a Group Participant/Housing Assignment List as an Excel spreadsheet. At least fifteen (15) days prior to the first scheduled date of arrival, the Licensee shall submit to the University a completed Group Participant/Housing Assignment List, which must contain the following information:

- a. Full Name, First and Last (do not use nicknames).
- b. Clear designation of Gender Identity (M or F).
- c. Date of Birth (MM/DD/YYYY) and categorization of each Group Participant as: Youth 10-13, Youth 14-17, Adult 18-24, Adult 25+.
- d. Designated dates of occupancy for each Group Participant.
- e. 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 Neutral Housing assignment for any unit, part of their reservation. All Group Participants assigned to a Gender Neutral 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, outlining specific accommodation needs/requests. GW Housing 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 upon arrival.

12. NON-PAYING PERSON 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 – 8:00pm daily. GW Housing cannot accommodate check-ins before 3:00pm 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 Housing at the Summer Guest Services Office to pick up all Housing Room Keys and Access Cards for distribution to their Group Participants by the Licensee. The Licensee with multiple Group Participant arrival dates will only receive Housing Room Keys and Access Cards as each arrival date commences. The Group Coordinator must acknowledge receipt of all issued room keys and access cards for each participant by reviewing and signing the Room Key and Access Card Roster. This form will be kept with GW Housing. The Group Coordinator assumes responsibility for distributing all room keys and access cards and must not swap room keys and/or access cards among Group Participants without first notifying GW Housing of any changes.
- b. **Individual Group Participant Check-In Option:** Under this option, the Licensee wanting to permit its Group Participants to check in individually at different arrival times may select the Individual Guest Check-In Option. Each participant will be responsible for checking-in to their Summer housing assignment at the GW Summer Guest Services Office. Each Group participant will receive a room key and access card to their assigned Licensed Space.

Access cards are used to enter the residence hall (and room in some locations), and are required to be carried by Group Participants 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. Group Participants 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 room keys and 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 Housing Keys and Access Cards and return them en masse to the Summer Guest Services Office. If the Licensee selected the Individual Group Participant Check-in Option, each Participant must officially check-out and return their room key and access card directly to the Summer Guest Office in Amsterdam Hall. 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 Housing 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.

Housing Room Keys and Access Cards shall be returned to GW Housing 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 \$50.00 fee for any broken, altered, or damaged access card, or any access card not returned within 24-hours of their scheduled date of departure. Housing Room Keys and Access Cards should be placed in key envelope labeled with building, room number and Group Participant's name. If the Licensee or Group Participant chooses to return keys not in key envelopes as specified herein, they will forfeit all rights to dispute any missing/lost key or damaged access card charges. The Licensee or Group Participant will be assessed a \$150.00 fee for each key which is 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.

Fees for missing keys and/or damaged access cards will be posted to the Licensee's Final Invoice. If keys and/or access cards are subsequently returned through the mail or in person more than 48-hours after their scheduled date of departure, the fees will be 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 Residential Community Conduct Guidelines and Administrative Policies (RCCGs), the Code of Student Conduct (Code), and other publications available from GW Housing. 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 guidelines established by the Code, RCCGs, 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 currently enrolled person, full-time or part-time, or on 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 academic year 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 Housing 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.

17. CHRONIC MISBEHAVIOR

A Group Participant who occupies an inordinate amount of staff time and energy reflecting their dissatisfaction with residence hall living, and/or who exhibit behaviors that signify their inability to live in a residential community, may be required to meet with GW Housing 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. OVERNIGHT VISITING GUEST POLICY

A Long-Term Stay Group Participant may, only with the approval of all roommate(s), have overnight 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 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 Housing staff if the Visiting Guest abuses the maximum guest visitation rights above. Administrative action may be taken against the Group Participant whose Visiting Guest(s) exhibit(s) behavior not congruent with residence hall regulations as referenced in the "Campus Rules and Regulations", Section Sixteen (16) 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.

19. CONDITION OF LICENSED SPACE

The Group Coordinator for the Licensee must report in writing to GW Housing any encountered problems or concerns with the condition of their Licensed Space, no later than 24-hours upon arrival, or Event/Classroom Space upon first use. The Licensee and its Group Participants shall not disassemble, alter nor remove any item or fixture of the University in the Licensed Space, nor nail, screw, tape, paint, or otherwise affix anything to the Licensed Space.

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: furnishings, technology and audio/visual equipment, housing room and mailbox keys, access cards, linens, and the like, 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 this additional service.

Charges for damage to common-use areas, including furniture and fixtures, may be assessed and billed to the Licensee. Fees for damages and/or cleaning services are due no later than thirty (30) days after 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 License Period, the designated Group Coordinator for 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 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. The Summer is also a time when facilities works on ongoing maintenance projects such as painting, carpet replacement, and other long term repairs, which may require access to the Licensed Space. The University further reserves the right to inspect a room at any time and its contents for violations of University policy and hall regulations, including but not limited to: possessing illegal substances or substances believed by staff to be illegal, or conducting activities that could endanger the life, safety, order, or

welfare of members of the University community. The Office of Risk Management will conduct Health and Safety Inspections and the Office of Facilities Management will 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. In addition, each unit will be examined for the presence of prohibited items and activity. These inspections will also include a general assessment of food and waste storage and cleanliness of the rooms. Prohibited items will be disabled, confiscated, and/or disposed of at the sole discretion of the University. 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 Housing within 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 occupancy 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, explosions, accidents, vandalism or malicious, fire or other casualty, exercise of police power, inclement weather, acts of God or any other cause(s) 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

The Licensee, in the use and occupancy of the Licensed Space, agrees not to discriminate in any manner on the basis of sex, race, creed, age, color, national origin, religion, sexual orientation, 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 process. The Licensee intending to submit alternate language must request a word document version of the License Agreement; any alternate language must be submitted electronically as a word document (.doc or .docx) and showing the requested changes using "Track Changes" during the second phase of the reservation request process. Alternate language will be reviewed by GW's Office of the Senior Vice President and General Counsel. The Licensee will only correspond with GW Housing, not directly with GW's Office of the Senior Vice President and General Counsel. GW Housing staff will communicate the acceptance or denial of this alternate language within forty-five (45) days of submission. 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. 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: <http://police.gwu.edu/annual-security-fire-safety-report-compliance-information>. 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.

30. INTERNET ACCESS AND CABLE SERVICES

ResNet service (wireless internet and cable television) is provided in GW's residence halls assigned to the Licensee and its Group Participants as part of their housing charges. A GW Courtesy NetID is required in order to access ResNet services. Each Group Participant must create a GW Courtesy NetID (as part of the Summer housing registration process) prior to their arrival on campus. In order to access cable television service, a Group Participant must supply their own television and coaxial cable cord. In all locations, the network "GW Connect" is the wireless access provided. Any service related issues should be directed to the GW's Department of Information Technology Help Desk for resolution.

31. 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 a Supplemental Agreement signed by authorized representatives of both parties.

32. NOTICES

All notices under this Long-Term Stay / Intern Group License 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 deposits or payments must be mailed to the below Payment Address.

Office Mailing Address

GW Housing
Summer & Conference Housing
2350 H Street NW, Suite 106
Washington, DC 20052
(202) 994-2552 – phone
(202) 994-6730 – fax
sumhouse@gwu.edu

Payment Address

GW Summer & Conference Housing
P.O. Box 418405
Boston, MA 02241-8405

Please indicate the name of your organization with payment.