

TERMS AND CONDITIONS OF THE EXTERNAL SHORT-STAY (3-20 Consecutive Nights) CONFERENCE GROUP LICENSE AGREEMENT – Summer 2017

GW or the University: owner and/or operator of certain campus facilities which provides housing, linens, dining/catering, and event/classroom space services to support education-related conference programs 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 an education-related program, participating in a structured program of activities (a “Conference Program”), while in the Washington, DC area, for an amount of time between three (3) and twenty (20) consecutive nights.

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 Conference Group License Agreement (the “Agreement”). The Licensee agrees that the Licensed Space is sufficient for the Conference Program purposes.

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 any Licensed Space.

3. BILLING, DEPOSITS, PAYMENTS, AND FINAL INVOICING

The Licensee shall be provided an Estimate of Charges for any Housing, Linen, Dining/Catering, and Event/Classroom Space and subsequent services requested as part of this Agreement. The Licensee agrees to adhere to the following billing, deposit, and payment schedules:

- a. **First Payment or the “Deposit”:** A first payment or deposit of fifty percent (50%) of the total estimated Conference Program cost for all services requested is due upon submission of the signed Conference Group License Agreement. The Licensee has no more than thirty (30) days from the drafting date of the Conference Group License Agreement to sign and return it otherwise all space and services may be cancelled by the University.
- b. **Second Payment:** The remaining balance of the total estimated Conference Program cost for all services requested is due fifteen (15) days prior to the Conference Program start date.
- c. **Final Invoicing:** Final Invoicing typically occurs within 30 days following the Conference Program end date. 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 Conference Program cost, 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.

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 name of the Conference Program or Organization Name must be specified with all submitted payments. Conference Groups may also pay by credit card (Visa, MasterCard, or American Express); be advised that credit card payments will 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 the Conference Program 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 Conference Group 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 Conference Program fees plus any collection costs, including attorney fees that the University incurs in collecting payments.

4. DISTRICT OF COLUMBIA HOUSING ACCOMMODATIONS AND MEAL SERVICE TAX

A District of Columbia 14.5% 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 Conference Group 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. 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 Short-Stay Conference Group Request form.

5. 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.

6. 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.

7. CONFERENCE RESERVATION CHANGES

The University will allow the Licensee to submit up to two Short-Stay Conference Group Service Amendment Forms to be used when needing to make changes to this Agreement. Amendment form(s) must be submitted at least fifteen (15) days prior to the Conference Program start date and are subject to review prior to acceptance. If an Amendment Form is not received within fifteen (15) days prior to the Conference Program 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. 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 rooms, number of committed nights, or a reduction of other services by any more than 25% (by count or value) of the estimated Conference Program cost even 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 Conference Program start date will require payment in full when approved. Any reservation 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.

8. EFFECT OF PRIOR AGREEMENT

All terms and conditions of this Conference 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 Conference Group License Agreement shall control.

9. CONFERENCE 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. A Conference 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.
- b. In the event that a Conference Group Reservation is cancelled after March 31, 2017 but more than thirty (30) days prior to the Conference Program start date, twenty-five percent (25%) of the contracted service charges will be forfeited. The Licensee will then be released from all other financial obligations.
- c. In the event that a Conference Group Reservation is cancelled twenty-nine (29) to fifteen (15) days from the Conference Program start date, fifty percent (50%) of the contracted service charges will be forfeited. The Licensee will then be released from all other financial obligations.
- d. In the event that a Conference Group Reservation is cancelled fourteen (14) days or less prior to the Conference Program start date, 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 Conference Program start date and does not contact GW Housing about a delayed arrival, the Conference 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.

10. 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 the cost of collections and legal fees.

11. 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 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 fully participate in the Conference Program (live in housing, attend meals and events) for the entire length of stay and must be able and available throughout the entirety of the Conference Program 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 the Conference Program, 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 the Conference Program. 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.
- a. **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.

12. GROUP PARTICIPANT/HOUSING ASSIGNMENT LIST

Approximately thirty (30) days prior Conference Program start date, 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 Conference Program start date, 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 finalized Group Participant/Housing Assignment List fifteen (15) days prior to the Conference Program start date in an electronic format may result in delays upon arrival.

13. 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.

14. 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 Reservation is paid in full. Upon arrival, the Group Coordinator will report directly to GW Housing at the Summer Guest Services Office in Amsterdam Hall (Foggy Bottom Campus) or West Hall (Mount Vernon Campus) to review Conference Group details and 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.

- a. **Room Keys & Access Cards:** The Group Coordinator will receive a Housing Room Key and Access Card for each Group Participant. 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 any room keys and/or access cards among Group Participants without first notifying GW Housing of any changes.
- b. **Luggage Storage:** The Licensee and its Group Participants arriving en 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.
- c. **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. GW Housing will assess an additional fee of \$250 for this service (\$400 for groups of 75 participants or more), which will be added to the total estimated Conference Program costs.

Access cards are used to gain entry into the residence hall (and room in some locations), are required to be carried by Group Participants at all times, and must be presented to University Police and University staff upon request.

15. LINEN SERVICE

The required Linen Service is not included in the Housing rate per person per night for all Group Participants. Each Group Participant will receive one set of linens which include: one (1) pillow, one (1) pillow case, one (1) blanket, two (2) flat sheets, and two (2) towels. The Licensee can request additional Linen Set(s) for all Group Participants. Additional Linen Sets will include: one (1) pillow case, two (2) flat sheets, and two (2) towels, on the requested delivery date(s) as listed in this Agreement. These items will be delivered to the Housing Space upon arrival and on additional delivery date(s) as requested. Group Participants are responsible for making their own bed. Daily housekeeping is not provided inside the Housing Space. All linens must be left in the Housing Space upon final departure from the University. The Licensee will be held financially responsible for any and all missing or intentionally damaged linens. The Licensee is not permitted to contract with an outside third-party for Linen Service.

16. GROUP PARTICIPANT DEPARTURE PROCEDURES

The Licensee and all Group Participants must fully vacate the Housing Space no later than 11:00am on the scheduled date of departure. 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 in Amsterdam Hall (Foggy Bottom Campus) or West Hall (Mount Vernon Campus). Under extenuating circumstances, the Licensee may request, in writing prior to the scheduled Conference Program end date, a later 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 Housing 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 Housing Space in addition to any costs incurred by the University in regaining possession of such Housing Space.

- a. **Room Keys & Access Cards:** Housing Room Keys and Housing Access Cards shall be returned to GW Housing staff at the time of departure. Damage to an Access Cards 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 the scheduled date of departure. Housing Room Keys 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 charges. The Licensee or Group Participant will be assessed a \$150.00 fee for each key which is not returned within 24-hours of the scheduled date of departure.

- b. **Luggage Storage:** The Licensee departing en masse and needing to depart later than 11:00am, may request to have their group's luggage stored at a designated room only accessible by the Group Coordinator, if arranged prior to departure. This service will incur a \$250.00 fee per usage and is only available on the last scheduled date of departure. One scheduled drop-off and one pick-up of the Licensee's luggage is permitted. Any items left in the storage location after the last scheduled date of departure will be deemed abandoned and disposed of by the University.

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 and/or damaged keys or 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 prior to Final Invoicing, the fees may be refunded.

17. 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 Conference Program. 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 is 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 from the Conference Program and take immediate possession of the Housing Space occupied by the Group Participant for a violation 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.

18. 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 Housing 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 Housing 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.

19. 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>.

20. 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.

21. 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 use of the Licensed Space.

22. 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.

23. FORCE MAJUERE

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.

24. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

The Licensee agrees, in the use and occupancy of the Licensed Space and with respect to the Conference Program, 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.

25. 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.

26. 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 Conference Group 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.

27. 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.

28. SPECIAL CONTRACTED SERVICES

Unless prior written approval is obtained from the University sixty (60) days prior to the Conference Program start date, the Licensee shall not use any non-University service provider as part of their Conference Program. The Licensee may request non-University service providers if such services are not provided by GW through any other source. GW, in its sole discretion, may approve non-University service providers. The Licensee must provide copies of all third-party contracts and their proof of insurance as outlined in Section Twenty (20) to GW for approval no less than sixty (60) days prior to the Conference Program start date.

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

The Group Coordinator will be provided with separate instructions for establishing internet access for their Group Participants. It is at the discretion of the Group Coordinator to distribute or not these instructions to their Group Participants if they so choose. For Group Participants who establish a temporary account to gain access, access will be provided by GW's Department of Information Technology. 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. Requests for a wired internet connection will not be honored.

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 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.