

George Mason University
RESIDENCE HALL LICENSE AGREEMENT and DINING SERVICE AGREEMENT
Academic Year 2009-2010

First Name: Last Name: Address: City, State, Zip:	Student Number: Dining Services Information Meal Plan Type:	All residents, with the exception of Townhouse, Student Apartment, Liberty Square, Potomac Heights and Northern Neck residents with over 89 earned credits, are required to purchase a meal plan, at an additional cost beyond housing charges. Refer to the George Mason Dining Services Brochure or Housing View Book for information regarding meal plan types and rates. If a resident who is required to select a meal plan does not do so, he/she will automatically be assigned a 15 weekly meal Traditional Plan. If a resident is approved for cancellation of his/her Agreement, his/her meal plan will automatically be cancelled.
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Agreement Term Information: This Agreement is valid for an Academic Year

TERMS AND CONDITIONS

1. This Agreement is for both the fall and spring semesters of the 2009 - 2010 academic year. The Agreement is for housing space only and does not guarantee assignment to a particular hall or room, nor does it guarantee assignment with specific roommate(s). The University cannot guarantee a student a particular accommodation. Assignments are made without regard to race, color, religion, sex, national origin, sexual orientation, age, physical or mental disability or veteran status. Assignments are made based on gender; rooms and units may only be occupied by individuals of the same gender. The residence and dining service provided by this Agreement may not be sold, loaned, subleased, or transferred. The Resident agrees to allow no other person to occupy the licensed space nor sublet the licensed space nor assign this Agreement to another person(s). This Agreement cannot be extended into a future license period. This Agreement will not be accepted or processed unless the student is accepted to the University. Further, this Agreement is legally binding upon signature.

A. This Housing License, (herein the Agreement) is between the individual named on this Agreement, (herein the Resident), and George Mason University (herein, the University).

B. OCCUPANCY OF RESIDENCE HALLS: Priority for housing is given to full-time students in a degree-granting program. Part-time and/or non-degree students are housed on a space-available basis. For the fall 2009 semester, rooms may be occupied on Saturday, August 29, 2009, and must be vacated by NOON on Monday, December 21, 2009 or 24 hours after the Resident's last exam, unless otherwise specified by the Office of Housing and Residence Life (OHRL). For the spring 2010 semester, rooms may be occupied on Friday, January 15, 2010, and must be vacated by NOON on Wednesday, May 12, 2009 or 24 hours after the Resident's last exam, unless otherwise specified by OHRL. The Resident agrees not to remain in residence after the termination date of this Agreement. All residential areas remain open during fall, Thanksgiving and spring break. The residence halls are closed during the winter break. Residents desiring to remain in residence during winter break and live in the TAP area, YRC area, and Chesapeake area may seek an exception. Residents that are approved to stay over winter break may be charged the daily rate for the additional nights. Residents must vacate rooms at the close of the academic year in accordance with published schedules. Residents must vacate rooms within 24 hours after their last examination. All personal property must be removed from all residential areas by noon on the last day of occupancy.

C. RATES: Rates range from \$1,825 to \$4,125 per semester. The actual amount due from Resident is based upon the type of room assigned to Resident, as specified in attached rate sheet. PAYMENT IS DUE UPON THE EARLIER OF: (1) RECEIPT OF INVOICE, OR (2) PRIOR TO ISSUANCE OF ROOM KEYS/CARDS. There are a variety of different assignments available and several different rates. If the room assignment changes, the rate will change also. Students moving to a more expensive room will have the additional rent charges placed on their student account. Students moving to a less expensive room will have a credit placed on their student account.

2. USE OF NONREFUNDABLE DEPOSIT: The housing deposit submitted with the housing application is deducted from the charges for the spring semester of residency. If it is determined that the Resident has outstanding indebtedness for current or prior semesters, the University may, in its sole discretion, terminate this Agreement with no prior notice, and the housing deposit may be applied to that indebtedness. If the University approves or grants a deferral of the housing deposit at the time of application the Resident remains liable for the payment of the housing deposit in accordance with Section 3 and 4 of this Agreement.

3. CANCELLATION OF AGREEMENT PRIOR TO OCCUPANCY: Room assignments will be held until NOON on the first day of class. Residents who check in and receive keys/cards to their assigned space assume responsibility for the terms and conditions outlined herein. Residents who fail to cancel in writing prior to the commencement date of Agreement and who do not take occupancy of their room by NOON on the first day of class will have their assignment canceled and will be charged the cancellation fee specified herein plus the pro-rated cost of the room for the first seven (7) days. **Residents must notify the OHRL in writing if they plan to arrive late to avoid cancellation of their assignment.**

A. FALL SEMESTER: Residents may cancel without additional financial penalty if they notify the OHRL in writing by Monday, JUNE 1, 2009 or before the Agreement due date indicated above. Residents who cancel after Monday, June 1, 2009 or after submission of this Agreement will be charged a \$500 cancellation fee. The deposit will be applied to the \$500 cancellation fee.

B. SPRING SEMESTER: Residents new to housing in the spring semester may cancel without additional financial penalty if they notify the OHRL in writing five (5) days from the date of receipt of this Agreement or before the Agreement due date indicated above. Residents who cancel after the five (5) day period or after submission of this Agreement will be charged a \$300 cancellation fee.

4. CANCELLATION OF AGREEMENT AFTER OCCUPANCY: This Agreement is a legally binding contract between the Resident and the University for the provision of housing during the academic year. This Agreement may not be terminated by the resident for: financial aid need, desire to commute from home, medical reasons (other than as required by law), delay in receiving a housing assignment, lack of understanding that this Agreement is binding, changing circumstances or opinions about housing, incompatibility with your roommate(s)/suite(s), or involvement in a lease off campus. While this Residence Hall License and Dining Service Agreement for Academic Year 2009 - 2010 is binding for the full academic year, fall 2009 and spring 2010, Residents who are able to fully document significant and extraordinary circumstances may receive permission to terminate this Agreement before the scheduled ending date; such permission is in the sole discretion of the University

A. CANCELLATION FEE: All cancellations will incur a cancellation charge; see section 3, in addition to the pro-rated cost for the period of residence. Charges will continue until the Resident has removed all personal belongings from the room and returned keys/cards to his/her area desk.

B. SUSPENSIONS/EVICTIONS: Residents who are not permitted to continue in housing due to violations of the University Drug Abuse Policy will be held responsible for the full cost of this Agreement. Residents that are expelled or suspended from the University or are not permitted to continue in housing for disciplinary reasons will be held responsible for the full cost of this Agreement. Residents who are not permitted to continue at the University for academic reasons, are denied services from the University because of outstanding debts, or for any other reason loses status as a student will be released from the Agreement and will be charged the cancellation fee plus the pro-rated cost for the period of residence. Charges will continue until the Resident has removed all personal belongings from the room and returned keys/cards to his/her area desk.

C. FINANCIAL OR MEDICAL HARDSHIPS: A release for either a financial or medical hardship will be approved by the University, in its sole discretion, only if the hardship is substantial, is beyond the Resident's control and is documented and verifiable. Residents who gain approval will be charged the cancellation fee plus the pro-rated costs for the period of residence, if any. Residents who must withdraw from the University due to claimed hardship will be approved for release and charged the cancellation fee plus the pro-rated cost for the period of residence. Charges will continue until the Resident has removed all personal belongings from the room and returned keys/ cards to his/her area desk.

D. WITHDRAWAL/GRADUATION: Residents are released from this agreement if a Resident officially withdraws himself/herself from the University at any time during any semester of the academic year. Residents who withdraw will be charged the cancellation fee plus the pro-rated cost for the period of residence. Residents must notify the Office of Housing and Residence Life in writing regarding their withdrawal. Residents are released from this agreement if a Resident graduates from the University prior to the end of the academic year or if the Resident does not re-enroll at the University for the Spring semester. Residents who graduate or not re-enroll at the University will be charged the cancellation fee plus the pro-rated cost for the period of residence. Residents must notify the Office of Housing and Residence Life in writing regarding their withdrawal.

E. STUDY ABROAD: Residents accepted in an official study abroad program will be eligible for release of this Agreement. Residents that are accepted to an official study abroad program for the Fall semester will be removed from their assignment selected during the Room Assignment Process (RAP). If the Resident is returning to on campus housing for the Spring semester, they must complete a Spring housing application and will be assigned based on the room type preferences on the application. Residents that are accepted to an official study abroad program for the Spring semester will be granted a release of this Agreement. If the Resident is returning to on-campus housing for the next academic year, they will be able to participate in the Room Assignment Process (RAP). Residents that are accepted in an official study abroad program that are not returning to the residence halls will be assessed the Housing Cancellation Fee as outlined in section 3.

F. ROOM ADJUSTMENTS: No adjustment in the charge for room rent will be made because of absence from the University for periods during the academic year except as outlined above. This includes, but is not limited to absences due to interruptions in service due to fire, the elements, or other casualty. In the event of mechanical difficulty (air conditioning, heat, hot water, and other equipment) or interruptions of data/cable/telephone availability, electrical power or water service, the University will make reasonable efforts to restore service. However, there shall be no abatement in residence hall charges because of such failure.

5. ROOM ASSIGNMENTS: Assignments for returning resident students will correspond to the rooms chosen during the Room Assignment Process (RAP) unless otherwise specified by the Office of Housing and Residence Life. New students will be assigned on first-come, first-serve basis, based on the date the housing application is received by OHRL. Every effort is made to honor specific roommate and residence hall requests, however, space limitations and high demand for specific halls may prevent honoring all requests. Final confirmation with roommate information will be sent in early August. The OHRL has the sole right to make room assignments and room changes. OHRL reserves the right to discard or store at no liability for a limited period personal property remaining in an assignment after the assignment has been reassigned to another resident or is not vacated at the prescribed time. Residents who are academically suspended or dismissed from the University will forfeit their priority room assignment. If the Resident receives special permission to enroll, an alternate assignment will be made.

A. ROOM CHANGES: Requests for assignment changes will not be accepted during the first three (3) weeks of each semester. Thereafter, Resident must submit requests for assignment changes in writing via the Room Change Request form. Every attempt will be made to honor requests, however no guarantees can be made. Requests from freshmen residents to move out of Presidents Park or DUCC areas will not be accepted. Residents may change rooms only after first receiving official authorization from the Office of Housing and Residence Life. Residents who make an unauthorized room change may be required to return to their original assignment. Unauthorized room changes may result in judicial action or cancellation of the Agreement.

B. VACANCIES: The University reserves the right to consolidate or change room assignments, fill vacancies, and require Resident to move to different assignments when the University deems it expedient, in which event the Resident's account will be credited or charged the difference in room rate. Any behavior(s) by Resident which infringe upon the rights or space usage of room/apartment/suite-mates is STRICTLY prohibited and will result in judicial action. In addition, if such behavior(s) result in the use by Resident of additional space or a private room, the Resident may be charged for such additional space.

C. EXPANDED HOUSING: During periods of high demand for on-campus housing, the Office of Housing and Residence Life reserves the right to utilize expanded housing on a temporary basis until standard occupancy space becomes available. Three people may be assigned to a double –occupancy room and reassigned as space becomes available. Residents assigned to expanded housing will receive a pro-rated charge reflecting the occupancy of their room.

6. UNIVERSITY RIGHT OF ENTRY: The University reserves the right to enter the premises for housekeeping, maintenance or inventory purposes, to verify occupancy, to abate a public nuisance, and to protect interests related to the University's educational mission. The University further reserves the right to inspect a room and its contents when probable cause exists to indicate a violation of University or residence hall regulations, including but not limited to possessing illegal substances, or conducting activities that could endanger the life, safety or welfare of members of the University community. The University shall not be liable for loss or damage from such necessary entrances. Advance notice will be given when possible and practical.

A. HEALTH AND SAFETY INSPECTIONS: The University shall have the right, but not the obligation, to conduct random health and safety inspections in all residence hall rooms. Judicial action may result from severe or repeated health and safety violations. It is the responsibility of each resident to comply with the University's health and safety regulations as outlined in the Guide to Pride. The health and safety inspections are not intended to be a substitute for such responsibility. The Resident will hold harmless the University from any suit, action at law, or other claim whatsoever resulting from or arising out of any injury to the Residents person or property while a resident or a residential facility under this Agreement. Advance notice will be given when possible and practical.

B. FIRE MARSHALL INSPECTIONS: The University is required to provide access to any residential space annually to the State of Virginia Fire Marshall. Residents who are cited via these inspections must comply in correcting any and all violations. Residents that fail to correct these violations within the deadline outlined by Residence Life staff or within thirty (30) days will be referred for judicial action.

7. KEYS/CARDS: The room and/or exterior door keys/cards issued to the Resident are the property of the University and cannot be exchanged, duplicated, or given to another person. It is against Virginia law to have duplicate keys made. Resident will be assessed a charge for the replacement for each lost key/card and for each replaced lock core. If you lose a suite, hall, or apartment key/card, Resident will be billed for replacing all affected keys/cards and locks. Resident must report a lost key/card promptly to their Area desk to arrange replacement. In order to avoid being billed for core and key replacement, Residents are required to adhere to the proper check-out procedures outlined in the Guide to Pride.

8. RESPONSIBILITY FOR STUDENT PROPERTY: The University shall not be responsible for any property of the Resident which may be lost, damaged, or stolen, or for any loss thereof occasioned by fire, the elements, or other casualty. The University does not provide liability insurance for theft or damage to the personal property of Resident. Residents are advised to secure personal property insurance to protect against personal loss or damages. The majority of Residents can obtain coverage under their parents' home owner's policy, but all Residents should consult an insurance agent to determine if this is so, or whether a renter's policy is necessary. The University is not able to reimburse Residents for damage to personal belongings regardless of the cause of damages.

9. COOKING: The University permits cooking in designated kitchen areas of the residence halls only. In all other areas, cooking will be permitted with a University approved microwave, refrigerator/freezer and/or Micro-fridge unit.

10. SMOKE DETECTOR MAINTENANCE: In accordance with the Commonwealth of Virginia fire regulations, Resident is required to test the smoke detectors once each week to assure that they are in good working order. **TESTING THE SMOKE DETECTOR: Using the wooden dowel rod located at the area desk, firmly press the test button on the cover of the smoke detector.** The Resident may need to hold the button for 30-45 seconds. The detector will emit a shrill alternating beep. If the detector does not beep, immediately Resident must submit a work order either online through the studentweb(<https://housing.gmu.edu/studentweb>) or via on campus phone to **4-WORK (4-9675)**. Townhouse residents should call 703-993-2793 to submit a work order. Residents are responsible for the information contained in the RESIDENCE HALL FIRE SAFETY brochure provided at check-in and are expected to read the brochure thoroughly.

11. RESIDENCE HALL DAMAGE: The Resident is absolutely responsible for all damages done to the living/study areas and the Resident's assigned residence hall room and/or loss of any furniture therein. In all cases, the verified University assessment is conclusive. A Resident may not cause damage to the property of the University or the property of others on the University premises. If the damage cannot be assigned to an individual or individuals, after reasonable investigation, administrative decision may be to assign the responsibility to the entire living unit.

Resident understands that he or she is jointly, with other residents, responsible for and may be charged a pro-rated share of the cost of whatever damage may occur from any cause, to the public or semi-private areas in the residence complex. In all cases the University assessment is conclusive and verifiable by invoices processed and/or labor hours expended. The minimum charge for each resident of the living unit will be \$10. All damage charge(s), which remain unpaid after the due date stated on the invoice, may result in the cancellation of the current room assignment and/or future consideration for housing assignments and any other action deemed necessary for collection by the University.

A. ROOM CONDITION REPORT (RCR): The Room Condition Report (RCR) will be used to determine the condition of the room at Check In and Check Out. The Resident is responsible for signing the Room Condition Report (RCR) upon Check in and Check out. The Resident has 48 hours to make any additions or corrections to the description of the condition of the room after Check In. After 48 hours, the Resident is responsible for the condition of the room as specified on the RCR. The RCR will solely determine any billing assessed to the Resident for damage to the residence hall room. Residents will be notified via their George Mason University email account within ten (10) business days of Resident check out regarding charges for any damages to the residence hall room. This notification will outline any damages done to the room along with the appropriate charge(s) for the damage(s). Further, this notification will outline the procedure for appealing damage charge(s). Appeals must be received via the on-line form no later ten (10) business days of the date of the notification. Failure to sign the RCR at Check In or Check Out does not absolve the Resident of responsibility for assessed damages to the residence hall room and is not a basis for appeal.

Please Note: Work orders are not automatically generated by the completion of the RCR. For items not functioning properly, the Resident is responsible to submit a work order online at: <https://housing.gmu.edu/studentweb/>.

B. CLIMATE: Resident acknowledges and understands that (a) the assigned space is located in a climate in which temperatures, humidity, and other naturally occurring conditions normally allow the growth of mold and mildew in locations where dampness or moisture are present; and, (b) upon moving into the assigned space, Resident will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, Resident agrees to do the following: (a) set thermostats to provide appropriate climate control; (b) maintain the assigned space in a clean condition by mopping, vacuuming, or wiping hard surfaces with a household cleaner; (c) promptly remove visible moisture or condensation on floors, walls, windows, ceilings and other surfaces; and (d) take other measures as may be necessary to prevent mold and mildew from accumulating in the assigned space (including without limitation reporting immediately to the University any evidence of water leaks, mold, or mildew-like growth).

12. COLLECTION: Failure to meet any financial obligations of this Agreement may result in a delinquent account being placed with a collection agency, with the withholding of state tax refunds and legal action and other collection procedures. The Resident agrees to be responsible for all costs incurred by the University in collecting their delinquent account, including but not limited to, reasonable attorney's fees and court costs.

13. CHOICE OF LAW AND FORUM: All parties agree that this Agreement shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Virginia, and if any provisions of this Agreement or parts thereof are held to be invalid under such law, the other such provisions or parts thereof will nevertheless continue in full force and effect. All disputes arising under this Agreement shall be brought before a proper state court in the Commonwealth of Virginia.

14. EXCLUSIONS: If for any reason occasioned by fire, strike, earthquake, accident, flood, riot, emergency, or natural disaster the University is unable to provide housing, the University has the right to cancel this Agreement with no liability to itself except for contracted commitments due prior to the date of cancellation.

15. APPEALS: Residents wishing to appeal any housing policy decision or charge must do so officially in writing. Resident forfeits any rights to appeal matters that have not been raised once a new license period begins. Appeal letters are to be addressed to the appropriate staff member as outlined in the Guide to Pride and/or Office of Housing and Residence Life website (<http://housing.gmu.edu>). Appeal letters must be typed and include the name and Gnumber of the Resident. The Resident is required to submit any official documentation to support their request of an appeal. The merits of any appeal will be based solely on the written letter, supporting documentation provided, information conveyed verbally, electronically, and in writing, and records maintained by the Office of Housing and Residence Life and the University. Appeal decisions will be communicated to the student electronically via the student's George Mason University email account.

16. GUIDE TO PRIDE, RESIDENT STUDENT HANDBOOK and the GEORGE MASON DINING SERVICES BROCHURE: The Resident shall comply with all University policies and the rules and regulations as stated in the GUIDE TO PRIDE RESIDENT STUDENT HANDBOOK, the GEORGE MASON UNIVERSITY JUDICIAL SYSTEM FOR STUDENT CONDUCT and (if applicable) the GEORGE MASON DINING SERVICES BROCHURE. These rules and regulations and any subsequently enacted are made a part of this Agreement by reference.

Agreement to Deal Electronically

By choosing to electronically sign the George Mason University Residence Hall License Agreement and Dining Service Agreement below, you agree to the following Terms and Conditions:

- All electronic communications will be sent to your official George Mason University email account.
- At the end of this document you will be asked to provide an electronic signature. By doing so you will be agreeing to the Terms and Conditions of the 2009-2010 George Mason University Residence Hall License Agreement and Dining Service Agreement. Your electronic signature is legally binding.
- You agree to contact the Office of Housing and Residence Life if you need information about your George Mason University Residence Hall License Agreement and Dining Service Agreement, and you recognize that electronic communication with that office may be interrupted by circumstances beyond that office's control.
- You agree to be responsible for keeping all records relating to the George Mason University Residence Hall License Agreement and Dining Service Agreement and for printing or making an electronic copy of these Terms and Conditions. Except as prohibited by law, you waive any requirement of a different method of communication in connection with your access to and communications about the George Mason University Residence Hall License Agreement and Dining Service Agreement.

RETURN AGREEMENT TO:

OFFICE OF HOUSING AND RESIDENCE LIFE - GEORGE MASON UNIVERSITY - MSN 3F6
4400 UNIVERSITY DRIVE - FAIRFAX, VA 22030-4444

GEORGE MASON UNIVERSITY DOES NOT DISCRIMINATE AS TO RACE, COLOR, GENDER, SEXUAL ORIENTATION,
RELIGION, AGE, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITY.

I hereby certify that I will be enrolled in classes at George Mason University during the agreement period. I agree that I have RECEIVED AND READ THE TERMS AND CONDITIONS, and agree that they constitute a part of this Agreement as fully as if set out over my signature. I understand that I am signing a BINDING Agreement.

Student Signature

Date

Guarantor (if student is under 18 years of age)

Date