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May 1, 2008

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RECEIVED
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Mr. Matthew Le Grant
Zoning Administrator
Department of Consumer and Regulatory Affairs
941 N. Capitol St., N.E., Suite 2000
Washington, DC 20002

**Re: Zoning Commission Orders No. 06/11-12 and No. 06-27
Response of The George Washington University**

Dear Mr. Le Grant:

In response to your letter dated April 8, 2008, The George Washington University (the "**University**") hereby provides the information you requested, which demonstrates that the University is in full compliance with Condition C-13(d)(iii) of Z.C. Order No. 06-11/06-12. Enclosed please find the following information:

- 1) Proof of notice to parents of Condition C-13(d)(ii), which prohibits freshmen and sophomores from bringing cars to the Foggy Bottom/West End Area other than in exceptional circumstances, attached as Exhibit A.
- 2) Proof of freshman and sophomore signatures acknowledging they are aware of the prohibition on bringing cars to the Foggy Bottom/West End Area, attached as Exhibit B.
- 3) Proof of notification to all undergraduate and graduate students that parking is prohibited on the streets adjacent to and surrounding the Foggy Bottom campus, attached as Exhibit C.

In addition, per your request, the University has asked Boston Properties about the status of the EISF process that is underway with respect to Square 54. Boston Properties has indicated that the process is ongoing and that the project continues to await sign off by DDOE prior to approval of the EISF as part of the building permit process for Square 54. Please also note, however, that the University has also responded to WECA's allegations of non-compliance regarding Findings of Fact 64 and 65 in Order No. 06-27, which it believes are entirely unmerited.

**ZONING COMMISSION
District of Columbia**

**CASE NO. 06-27 ZONING COMMISSION
District of Columbia
EXHIBIT NO. 108 CASE NO. 06-27
EXHIBIT NO. 106**

I. Order No. 06-11/06-12 – Student Parking Restrictions

As stated in your April 8, 2008 letter, the University is in full compliance with Condition C-13(d)(ii) of Order No. 06-11/06-12 (the “**Parking Restriction Condition**”). This condition prohibits all freshmen and sophomores from bringing cars to the Foggy Bottom/West End Area, with certain limited exceptions set forth in the Order. Condition C-13(d)(iii) of the Order (the “**Parking Notification Condition**”) sets forth a set of three additional steps that the University is required to take in order to notify its student population of the above prohibition.

The University is in full compliance with the Parking Notification Condition. At the beginning of the 2007-2008 academic school year, the University provided its freshman and sophomore students and their parents with notification of the restriction. This notification was provided by the University as a good faith effort to implement the pending restriction prior to the final issuance of the Order in October 2007. Specifically, on August 28, 2007, the University sent a “blast email” to the GW Housing Programs listserv, which includes all freshman and sophomore students, as well as the parent listserv, which includes parents who have chosen to receive electronic updates from the University, providing notice of the Parking Restriction Condition to both students and parents. The Parking Restriction Condition was also posted on the University’s website and the restriction was in fact implemented for the fall 2007 semester, prior to the Zoning Commission’s issuance of the Order and the restriction becoming a zoning requirement. These proactive measures were taken by the University as an act of good faith, and provided adequate notice to students and parents that freshmen and sophomores are “prohibited from bringing vehicles and parking them in the Foggy Bottom/West End Area.”

As noted in your April 8, 2008 letter, Order No. 06-11/06-12 does not include reporting on either the Parking Restriction Condition or the Parking Notification Condition as a part of the University’s November 20 and April 15 Compliance Reports, and the Order does not otherwise specify when notice of the restriction should be provided. However, the language of the Parking Notification Condition, which refers to “prospective freshmen and returning sophomores,” indicates that the Zoning Commission’s intent was for such notification to be provided on an annual basis, prior to the start of the academic year, when “prospective freshmen” would begin their matriculation at the University and “returning sophomores” would return to the Foggy Bottom Campus.

Following the issuance of the Order in late October, the University developed a strategy to integrate its compliance efforts into its existing housing, admissions, and

orientation processes. The institutionalization of the parking restriction has been accomplished by coordinating the Parking Notification Condition with the various business practices and administrative processes conducted by the University on an academic-year basis.

The University is committed to continued compliance with this and other conditions of the 2007 Foggy Bottom Campus Plan, and therefore has instituted business practices to ensure that parents of freshmen and sophomores are properly notified of the parking policy, that freshmen and sophomores provide the required signature acknowledging they have read and understand the parking policy, and that all undergraduate and graduate students are notified of the Zoning Commission's restriction on parking on the streets adjacent to and surrounding the Foggy Bottom campus, as further outlined below.

A. Notice to parents of prospective freshmen and returning sophomores

Given that all freshmen and sophomores are required to live on campus, the University has chosen to institutionalize administrative processes related to the parking condition with the housing process, as procedures are already in place to target freshman and sophomore students with respect to housing. Each spring, following the conclusion of the housing selection process (described below), the University will provide notification of the parking restriction to parents of all current freshmen who have indicated they will return to the University (i.e. returning sophomores). Currently, the University does not have a comprehensive e-mail listing for parents of its students, and therefore, this year, the University will provide parental notification of the Parking Restriction Condition via a mailed letter. Such a correspondence will be provided on an annual basis prior to the start of the fall semester. This year, the University expects to mail the letter to parents of sophomore students during the month of May. A copy of this letter is attached as Exhibit A.

The University is currently completing the admissions process for its class of 2012 (i.e. its prospective freshman class) and once the process is complete, the University will provide incoming freshmen with housing assignments. Following the housing assignment process and prior to the start of the fall semester, the University will provide notification of the Parking Restriction Condition to the parents of all incoming freshmen via a correspondence similar to that sent to sophomore parents. This year, notification will be provided via a mailed letter which will be sent not later than mid-August.

Finally, the University continues to post its policy regarding freshman and sophomore parking on its parking website, which is available at <http://parking.gwu.edu/atgw/policy.cfm>. This website is accessible to all students and parents and provides additional notification of the Parking Restriction Condition. A copy of the parking webpage is included as Exhibit A.

In order to meet the requirements of the Zoning Commission, the University has provided its students and their parents with notice of the Parking Restriction Condition, and it has developed a system to ensure that all parents of prospective freshmen and returning sophomores are provided with written notice prior to the beginning of the academic year. The University's efforts provide ample proof that the University is in full compliance with the requirements of the Parking Notification Condition regarding written notification to parents.

B. Signature by Freshmen and Sophomores

As indicated above, each spring, current freshmen who intend to return to the University the following year (i.e. returning sophomores) participate in the housing selection process. Through this process, these students must select their on-campus residence and electronically sign an "undergraduate housing license agreement" that confirms the students have read, understand, and agree to abide by the policies contained in the license agreement.

As a part of this license agreement, students are required to indicate that they have read, understand, and agree to abide by the University's parking policy regarding freshman and sophomore students being prohibited from bringing cars to the Foggy Bottom Campus, except in exceptional circumstances. This language is highlighted on the first page of the license agreement and contained in additional detail in Section 6 of the agreement. A copy of the license agreement is attached as Exhibit B. Students sign and submit their agreement electronically via the University's iHousing system by clicking on a button that indicates the student has accepted the housing agreement. A copy of this webpage is also included as part of Exhibit B. The University tracks and confirms that all returning sophomores have accepted the license agreement as a part of their housing assignment process, and ensures that all freshman and sophomore students have registered for housing (or have pursued an exception, as discussed below) in order to maintain compliance with the campus plan condition requiring all freshman and sophomore students to live on-campus.

As noted above, all freshman and sophomore students must acknowledge this housing agreement unless they apply for an exception to the freshman and sophomore

housing policy, in which case, their signature will be gathered pursuant to the exception process. Freshman and sophomore students who apply for an exception to the freshman and sophomore housing policy also sign a document outlining the circumstances surrounding their exception request, which includes notification and requires acknowledgement of the freshman and sophomore parking policy. Following signature, these documents are collected by the University and exceptions are considered pursuant to the Zoning Commission Order. This exception request document is included in Exhibit B.

Again, the University is currently completing the admissions process for the class of 2012 (i.e. its prospective freshman class). Once the membership of that class is finalized, the University will provide the members of that class with housing assignments and will require that all prospective freshmen sign the undergraduate housing license agreement, including the provision that requires all students to read, acknowledge, and agree to the Parking Restriction Condition. As with the returning sophomores, the University's Housing Programs office will track and confirm that all freshmen have read and agreed to the license agreement, including the parking policy.

In order to adhere to the requirements of the Zoning Commission, the University has developed a comprehensive process to ensure that all prospective freshmen and returning sophomores provide a signature indicating that they have read and understand the parking policy. Therefore, as demonstrated by the documentation provided herein, the University is in full compliance with the requirements of the Parking Notification Condition regarding freshman and sophomore signatures.

C. Notice to All Undergraduate and Graduate Students

The Parking Notification Condition also requires that the University provide all undergraduate and graduate students with notice that "parking is prohibited on the streets adjacent to and surrounding the Foggy Bottom campus." In order to provide such notice, the University has posted notification of this restriction on its website, which is available at: <http://parking.gwu.edu/atgw/guidelines.cfm>. A copy of the webpage is attached as Exhibit C.

II. Order No. 06-27 – Findings 64 and 65

WECA alleges that the University is in non-compliance with Zoning Commission Order No. 06-27 because of alleged violations of Findings of Fact 64 and 65. However, in the District of Columbia, statements of the Zoning Commission or Board of Zoning Adjustment that are contained as findings of fact or conclusions of law but are not

specifically enumerated as a condition of approval are not enforceable. See, e.g. BZA Appeal No. 13112 at 17 (FOF 80); BZA Application No. 14140 at 11 (FOF 31). Therefore, the statements of the Zoning Commission regarding the environmental review process, which are contained in findings of fact, are not intended to be conditions of the Order requiring action by the University, but instead refer to the existing regulatory process for receiving a building permit as administered by DCRA.

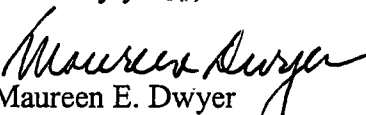
Even if such findings were enforceable, it is clear that they would not require the actions suggested by WECA in order to demonstrate "compliance." The first statement contained in Finding of Fact No. 64 is just a parenthetical describing the holding of a cited case. It is not a "finding" relative to the application and does not contemplate any specific action by the University. The second statement contained in Finding of Fact No. 65 is merely a statement that the Applicant must follow the standard building permit process in order to actually construct any project approved by the Zoning Commission as a PUD. As noted above, Boston Properties is currently engaged in that process. Neither statement suggests in any way that the University is obligated to provide documents related to the environmental review process.

Therefore, for all of the above reasons, the findings of fact cited by WECA do not provide for any University action that is enforceable, and there is no lack of compliance with Order No. 06-27.

Conclusion

Based on the information provided herein, the University is in full compliance with Condition C-13(d)(iii). Moreover, as discussed above, the allegations of non-compliance with Order No. 06-27 are tied to unenforceable findings of fact and, in any event, do not require the University to do anything other than adhere to the standard building permit process.

Sincerely yours,


Maureen E. Dwyer


David M. Avitabile

Enclosures

May 1, 2008
Page 7

cc: Charles Barber, GWU
Alicia O'Neil, GWU
Phil Feola, Pillsbury
Leigh Johnson, Office of Zoning
Barbara Kahlow, WECA

EXHIBIT A

NOTICE TO PARENTS OF PROSPECTIVE FRESHMEN AND RETURNING SOPHOMORES

1. Letter to Parents of Sophomore Students
2. Parking Policy Webpage

May 2, 2008

Dear Parents of Rising Sophomores:

Greetings from the Office of Parent Services and the Office of Community Relations at The George Washington University. As those who have visited the University are likely aware, one of the great benefits of attending GW is its location in the Foggy Bottom/West End and Foxhall communities. We enjoy numerous cultural activities as well as world class shopping, restaurants, and entertainment opportunities, not to mention a location mere blocks from where our country's decision makers and policy leaders are hard at work.

In recognizing the importance of our community to life at The George Washington University, the University is committed to being a good neighbor and contributing to the overall quality of the surrounding community. The Office of Community Relations and the Office of Off-Campus Student Affairs demonstrate this commitment and work in partnership with students and neighbors to address concerns and make a better community for all who live, work and study here.

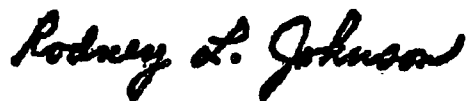
In response to quality of life concerns raised by GW's Foggy Bottom neighbors resulting from the limited number of parking spaces on the streets in and around the Foggy Bottom campus – and recognizing the broad availability of public transportation - the District of Columbia Zoning Commission has imposed a condition on the University that imposes certain restriction on student parking. This condition is one of several that permit the University to build a substantial amount of additional space on the Foggy Bottom campus to meet long-term academic, research, student housing and other University space needs.

Pursuant to this condition, freshman and sophomore students are prohibited from bringing vehicles to the Foggy Bottom campus except in exceptional circumstances. Exceptional circumstances may include, for example, transportation needs related to a disability or health condition of the student or member of his/her family. Requests by freshmen and sophomores for a policy exception due to exceptional circumstances must be documented by the student and approved by the University through its Office of Parking Services. Any violation of this policy shall be grounds for discipline under the University's Code of Student Conduct. A complete copy of the University's on campus parking policy can be found online at: <http://my.gwu.edu/files/policies/ParkingRestrictionsFINAL.pdf> and a request for exception can be made by visiting the Parking Office website at <http://parking.gwu.edu> and completing the exception request form.

Additionally, while freshman and sophomore students who live at the Mount Vernon campus may bring cars and park their vehicles at the Mount Vernon campus, these students may not drive their cars to/from the Foggy Bottom campus, as outlined above.

We appreciate your attention to these good neighbor issues and look forward to having your student return as a member of the community in the coming school year.

Sincerely,



Rodney L. Johnson
Director, Parent Services



Michael Akin
Director, Office of Community Relations

THE GEORGE WASHINGTON UNIVERSITY
WASHINGTON DC

P A R K I N G

total GW

PARKING SERVICES

Parking at GW
Parking Locations
Rates & Forms
Public Transportation
FAQ
Meet the Staff

- Parking at Main Campus
- Parking Guidelines
- Freshman/Sophomore Foggy Bottom Parking Policy
- Parking at Other GW Locations

How do I?

Freshman/Sophomore Foggy Bottom Parking Policy

Due to the limited number of parking spaces on the streets in and around the Foggy Bottom Campus and the availability of public transportation, the Zoning Commission voted to impose a condition in the new Foggy Bottom Campus Plan that imposes certain restrictions on student parking. This condition is one of several imposed as part of a plan that permits the University to build a substantial amount of additional space on campus to meet its long term academic, student housing and other University needs.

Pursuant to this condition, the University discourages all students from bringing vehicles to the Foggy Bottom Campus. With respect to Freshmen and Sophomores in particular, these students are prohibited from bringing vehicles and parking them in the Foggy Bottom/West End Area (the area bounded by 19th Street on the east, E Street on the south, Rock Creek Park on the west, and N Street on the north), other than in exceptional circumstances. Exceptional circumstances may include, for example, transportation needs related to a disability or health condition of the student or member of his/her family. Requests by Freshmen and Sophomores for a policy exception due to exceptional circumstances must be documented by the student and approved by the University. If such an exception is granted, the vehicle must be parked in a University parking facility. Each Freshman and Sophomore must confirm by signature that the student has read and understands this parking policy, regardless of whether the student drives to the University or is eligible to have a car on campus.

The University's complete policy regarding on-campus student parking can be found [here](http://my.gwu.edu/files/policies/ParkingRestrictionsFINAL.pdf) <http://my.gwu.edu/files/policies/ParkingRestrictionsFINAL.pdf>.

Any violation of this policy shall be grounds for discipline under the University's Code of Student Conduct.



Download Parking Exemption Form here.

**Office of Parking Services, 2211 H St. NW, Washington, DC 20052, (202) 994-PARK (7275).
Office Hours are Monday - Friday, 8am - 5pm.**

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EXHIBIT B

SIGNATURE BY FRESHMEN AND SOPHOMORES

1. Housing License Agreement
2. iHousing System Webpage
3. Exception Request Document



**THE GEORGE WASHINGTON UNIVERSITY
UNDERGRADUATE HOUSING
LICENSE AGREEMENT
FALL 2008 – SPRING 2009**

This Agreement is made between The George Washington University as Licensor, hereinafter referred to as "the University", and the individual named below as Licensee, hereinafter referred to as "the Student." The University and the student hereby agree that the University will license a housing assignment to the student subject to the terms and conditions of this Agreement, including, without limitation, the requirement that the student participate in the Colonial Cash program.

STUDENT: _____

GWid: _____

DATE SUBMITTED: _____

LICENSE PERIOD: **Academic Year, Fall 2008 - Spring 2009**

COMMENCING: August 30, 2008 or January 10, 2009 (for Spring 2009 applicants only)

TERMINATING: May 13, 2009 (all academic year applicants)

**Fall 2008 Opening – August 30, 2008, Fall 2008 Closing – December 21, 2008
Spring 2009 Opening – January 10, 2009, Spring 2009 Closing – May 13, 2009**

Housing and Colonial Cash Plan charges will appear on the student's account for each semester.

The parties hereto have duly executed the License in accordance with the Terms and Conditions enumerated on this Undergraduate Housing License Agreement and as stipulated in the Residential Community Conduct Guidelines and Administrative Policies (RCCGs) for academic year Fall 2008-Spring 2009 as posted on the GW Housing Programs Web site found at: <http://gwired.gwu.edu/gwhousing/forms/> and at the GW University Policies Web site at: <http://policy.gwu.edu>. These administrative policies are incorporated herein and made a part of this document. The student acknowledges that he or she has read, understands, and agrees to abide by said paragraphs and regulations and policies.

In accordance with Section 6 of the Terms and Conditions of the Housing Agreement, the student agrees that he or she has read, understands and agrees to abide by the University's **parking policy regarding Freshman and Sophomore students being prohibited from bringing cars to the Foggy Bottom Campus**, except in exceptional circumstances. More information on this policy can be found on the GW University Policies Web site at: <http://policy.gwu.edu>.

In accordance with section 26 of the Terms and Conditions of the Housing License Agreement, the student agrees that he or she has reviewed the list of property addresses in the Lead-Based Paint Disclosure Information as posted on the Risk Management Web site at: <http://www.gwu.edu/~riskmgnt/leadpaint.dis.cfm> and that if the room assigned to the student is in one of the properties listed in the Lead-Based Paint Disclosure Information, the student further agrees to review, manually sign, and return to the University, by mail or in person, the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" form hereto Residential Property Management (RPM).

<p>Seth D. Weinshel Director, GW Housing Programs for THE GEORGE WASHINGTON UNIVERSITY</p>	<p>STUDENT SIGNATURE and DATE OF BIRTH</p>
	<p>_____ PARENT OR GUARDIAN SIGNATURE (only if the student is under 18 years old)</p>

RETURN THIS COPY OF THE HOUSING LICENSE AGREEMENT, ELECTRONICALLY SUBMITTED OR SIGNED BY THE STUDENT (AND PARENT/GUARDIAN IF APPLICABLE) AND DELIVERED TO:

**The George Washington University
GW Housing Programs
2129 Eye Street NW, Washington, DC 20052.**

TERMS AND CONDITIONS OF THE HOUSING LICENSE AGREEMENT

Academic Year – Fall 2008 – Spring 2009

The George Washington University will provide a matriculated undergraduate student, who: (1) is registered for coursework, (2) does not financially owe the University for any prior balance in excess of \$500, and (3) is not *persona non grata* from Campus Housing lodging within GW Housing Programs residence hall system under the Terms and Conditions as stated below. Upon consideration of the foregoing, the student agrees:

1. This Housing License Agreement is valid for one academic year, consisting of Fall 2008 and Spring 2009 and will continuously be in effect throughout the Fall 2008 and Spring 2009 semesters as defined by the University Academic Calendar. Housing between the Fall and Spring semesters is available on a limited basis under separate agreement. The student agrees not to remain in residence after the termination date of this Housing License Agreement. Both parties agree that no month to month occupancy can occur after the termination date of this Housing License Agreement. The student understands that they should not to enter into any binding contract or lease with a third party for alternative housing accommodations for any time period concurrent with this Housing License Agreement. **If the student does so, it will not be grounds for termination of or release from this Agreement. These students will be responsible for all payments due hereunder whether the student takes occupancy of the Housing Assignment or not. Given the unique nature of the residence hall system, the University has no legal obligation to attempt to re-let the Housing Assignment in the event the student fails to take occupancy.**
2. The student submitting a Housing License Agreement electronically shall be held responsible to all of the terms and conditions of this Housing License Agreement once submitted. The authentication procedures for the GW Housing Program's Student Web Portal (identical to that of the GWeb Information Systems) serve as an electronic signature for students. **Submitting application information electronically and then being offered a housing assignment by the University enters the student into a legally binding contract with the University and financially obligates the student to pay for the full term of the Housing License Agreement.** Electronic submission of application information does not guarantee confirmation of a housing assignment.
3. The student shall make the payments called for under this Housing License Agreement, at the times stated by the University, without any deduction whatsoever and without demand by the University. This Housing License Agreement is a legally binding contract and may not be terminated by the student for any reason including, but not limited to: 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 Housing License Agreement is binding, changing circumstances or opinions about housing, Colonial Cash or a special hall or room type request. By submitting (electronic) or signing (paper) and delivering this Housing License Agreement, the student is committing to the terms and conditions set forth herein. Even if a student voluntarily vacates housing, but remains enrolled at the University, **payment will be due for the full license period of this Housing License Agreement.**
4. This Housing License Agreement is for housing space only and does not guarantee assignment to a particular hall or room, nor does it guarantee assignment with a specific roommate(s). The University cannot guarantee a student a particular accommodation. Assignments are made in accordance with established priorities and on the basis of available housing space. Assignments are made without regard to race, age, religion, national origin, sexual orientation, or disability. Assignments are made based on gender; rooms and units may only be occupied by individuals of the same gender. Due to the nature of many Campus Housing residence halls being former apartment buildings and hotels, the University acknowledges that there may be variations in overall size and shape between like units occupying the same number of students. No additional charge or credit will be assessed onto the student to accommodate for this variation. Housing rates are determined by the overall amenities each facility offers to a student, the specific amenities within a unit, and the overall number of students assigned to a unit.
5. Pursuant to an order of the D.C. Zoning Commission, the University requires all first-year and second-year students to reside in on-campus housing. Exemptions to this residency requirement may be requested by completing the "Residency Requirement Exemption Request" form. Exemptions are only considered if submitted under published deadlines, are reviewed on a case-by-case basis, and can only be considered if one the following criteria are existent:
 - Students who are commuters from outside of the Foggy Bottom/West End area.
 - Students who have established permanent residency prior to enrollment or living with parent(s) or guardian(s) who have established permanent residency within the Foggy Bottom/West End area.
 - Students who are married.
 - Students with children.
 - Students with documented disabilities that cannot be accommodated within the residence hall living environment.
 - Students with religious beliefs that cannot be accommodated within the residence hall living environment.
6. Pursuant to an Order of the D.C. Zoning Commission regarding parking and traffic issues, first and second year students are restricted from bringing cars to the Foggy Bottom Campus. The University's complete policy with respect to Foggy Bottom Campus parking can be found on the policy website (policy.gwu.edu). Specific to first and second year students, however, "The University discourages all students from bringing vehicles to the Foggy Bottom Campus. Freshmen and Sophomores in particular are prohibited from bringing vehicles and parking them in the Foggy Bottom/West End Area (the area bounded by 19th Street on the east, E Street on the south, Rock Creek Park on the west, and N Street on the north), except in exceptional circumstances. Exceptional circumstances may include, for example, transportation needs related to a disability or health condition of the student or member of his/her family. Requests by Freshmen and Sophomores for a policy exception due to exceptional circumstances must be submitted to Parking Services by completing the "Parking Requirement Exemption Request" form, location on the Parking Services Web site at: <http://www.gwu.edu/~parking/images/ParkingExemptionForm.pdf>. Any exemptions will be granted by Parking Services in consultation with the Office of Real Estate. If an exception is granted, the vehicle must be parked in a University parking facility. All Freshmen and Sophomores must confirm by their signature that the student has read and understands this parking policy, regardless of whether the student drives to the University or is eligible to have a car on campus."
7. A student, not required to reside in housing under section 5, may cancel this Housing License Agreement under the following circumstances listed in subsections A-F of this section. The student must notify GW Housing Programs in writing by completing the "Request to Cancel the Housing License Agreement" form. In the event of cancellation, the student will be charged a cancellation fee.
 - A. **Third- and Fourth-Year Students Assigned to Housing prior to April 4, 2008 (for Fall 2008 applicants only)**
A third- or fourth-year student may cancel their housing assignment no later than April 2, 2008 with no cancellation fee.

- B. **Third- and Fourth-Year Students Assigned to Housing prior to May 1, 2008** (for Fall 2008 applicants only)
A third- or fourth-year student may cancel their housing assignment no later than May 1, 2008 and only be assessed a cancellation fee of \$300. Any third- or fourth-year student who requests to cancel their housing assignment after May 1, 2008 will be financially responsible for their housing charges for the entire academic year.
- C. **Students Assigned to Housing After May 1, 2008** (for either Fall 2008 or Spring 2009 applicants)
A student has five business days from the date of their assignment to cancel their housing assignment and only be assessed a \$300 cancellation fee to be charged to their student account if not otherwise required to live in on-campus housing by the Residency Requirement. For cancellations after five business days, the student will be financially responsible for the housing changes for the entire academic year.
- D. **Students Not Returning to the University**
A student not returning to the University for reasons of: graduation, being academically dismissed, or for government service will have their Housing License cancelled. Such student will not be assessed a cancellation fee provided that proper documentation is provided verifying the basis for not returning.
- E. **Students Studying Abroad**
Students studying abroad in a GW recognized program will not be assessed a cancellation fee provided that proper documentation is provided verifying that the student will be studying abroad in a GW recognized program.
- F. **Students Transferring to Another College or University or Taking an Academic Leave of Absence**
A student not returning to the University due to transferring must submit a copy of their official acceptance letter to another college or university with this form. A student taking an academic leave of absence must submit documentation from their GW school or college indicating an approved official leave of absence. A student transferring or taking a leave of absence will not be assessed a cancellation fee providing that proper documentation is provided verifying that the student will be transferring or taking a leave of absence.

8. In the event a student voluntarily withdraws or takes a leave of absence from the University, after the commencement of the License Period, refunds of housing charges are made in accordance with the following schedule:

- **Prior to October 1, 2008** (for Fall 2008 semester) and **February 2, 2009** (for Spring 2009 semester), on a pro-rated basis.
- **Beginning October 1, 2008** (for Fall 2008 semester) and **February 2, 2009** (for Spring 2009 semester) and **any point thereafter**, none.
- Colonial Cash is non-refundable, except to the extent allowable under the University's Withdrawal and Refund Policy for tuition.
- Students receiving Title IV Federal Aid will be refunded in accordance with Federal guidelines.

Should a student, after withdrawing or taking a leave of absence, re-enroll at the University during a period covered by the Housing License Agreement, the terms and conditions of the Housing License Agreement shall again be in effect unless the student is granted an exemption by the Director of GW Housing Programs or designee.

- 9. A student agrees to observe and agree to be bound by all the rules and regulations of the University and of GW Housing Programs including those stipulated in the enclosed Residential Community Conduct Guidelines and Administrative Policies (RCCGs), the Code of Student Conduct (Code), any other publications by and available through GW Housing Programs, and all rules or modifications of rules, which shall be subsequently made. The student acknowledges that they have access to and understands the existing rules and regulations referred to in this section.
- 10. The University may terminate this Housing License Agreement and take immediate possession of the licensed premises occupied by the student at any time for the violation by the student of any of the terms and conditions of this Housing License, including, without limitation, default on aforesaid payments by the student when and as the same become due, or the violation of any rule of the University, or the violation of any health ordinance or regulation of the District of Columbia by the student, or whenever the student shall cease to be a registered student of the University. Students who fail to vacate the licensed premises upon termination of their Housing License will be deemed trespassers and will be escorted from campus. Students whose Housing License is terminated as provided in this section will be *persona non grata* from all campus residence halls, prohibited from requesting a future housing assignment and subsequent future Housing Licenses, and forfeit any previously made housing payments and Colonial Cash allocations.
- 11. A student with a balance of over five hundred dollars (\$500) owed to the University, who fails to register for a minimum of 12 credits or for a minimum of 3 credits when enrolled in the last semester culminating in graduation by the official University deadline each semester, or who carries any other encumbrances, may be prohibited from being assigned to residence hall space, or may be directed to vacate after obtaining said space with no refund. A student, after entering into this Housing License Agreement, who voluntarily registers for less than 12 credits, is not released from the financial obligations of this Housing License Agreement without written approval from GW Housing Programs. Those students who fail to register for classes by July 15, 2008 (for Fall 2008 semester) or January 1, 2009 (for Spring 2009 semester) are subject to reassignment and/or administrative cancellation of this Housing License Agreement at the sole discretion of the University.
- 12. The University expects students will welcome other students also assigned (or considering re-assignment) to their shared licensed space with the utmost courtesy and consideration. A student with a vacancy in their room should anticipate having a roommate(s) assigned to said vacant space at some point during the academic year. Students may view current roommate information at any time for their shared licensed space by visiting the GW Housing Programs Web Portal at: <http://gwhousing.gwu.edu>. Students who inhibit or dissuade other students from moving into their room, and/or physically occupy the vacant space within their room are in violation of the terms and conditions of this Housing License Agreement and submit themselves to administrative, financial, and/or judicial action up to and including administrative moves and/or termination of this Housing License Agreement.
- 13. A student agrees to allow no other person to occupy the licensed space nor sublet the licensed space nor assign this Housing License Agreement to another person(s). This Housing License cannot be extended into a future license period.
- 14. A student understands that the University shall have the right at any time to transfer the student to another room and that the occupancy of such other room shall be subject to all terms and conditions herein, with the exception that the room charge assessed will be adjusted where appropriate.
- 15. A student understands that to maximize use of residence hall rooms, the student in a partially filled room may be reassigned to another room to consolidate space. The University has the exclusive right to consolidate rooms in order to maintain occupancy and accommodate additional students in housing. In units where vacancies exist, a student may be asked to relocate to a similar room within housing. Consolidation may occur within the same residence hall or between residence halls.

16. The University will designate specific residence halls to remain open between the Fall 2008 and Spring 2009 semesters. Students permanently assigned to these facilities who formally request winter break housing, by completing the "Winter Break Housing License Agreement" form, may take advantage of the winter break housing option. A student not permanently assigned to these facilities may request winter break housing within one of these facilities at the sole discretion of the University. An additional charge may be billed to the student's account for such winter break housing. The terms and conditions of this Housing License Agreement continue between Fall 2008 and Spring 2009 semesters for a student who makes such winter break housing arrangements.
17. A student shall neither make nor permit any alterations, modifications, or obstructions of or upon any part of the licensed space without the prior written approval of the University including but not limited to painting, disassembling, or altering any item or fixture, and not permit the doing of anything that shall constitute a fire hazard or other hazard, nor permit the accumulation of waste and refuse within the license space. A student will take reasonable action to protect the premises at all times, including prompt notification of defects and assisting the University in identifying individuals responsible for damage, theft, or loss.
18. A student shall be liable and promptly pay for the cost of correcting any violation of item 16 above and any damage to the residence hall, or any part thereof, or the damage or disappearance of any equipment, fixtures, or furnishings in any part thereof, whether caused by the student and/or a student's non-resident guest(s) in whole or in part including costs associated with the removal of any refuse or personal property left by the student in the licensed premises after vacating or termination of the Housing License Agreement. Damage assessments are made by the Office of Residential Property Management (RPM), are charged to their student account, and due at the times stated by the University, without any deduction whatsoever and without demand by the University.
19. A student assigned to housing, other than those students assigned to a Greek Townhouse or Scholars' Village Townhouse, are required to participate in the University's Colonial Cash program. A student will be allocated the Colonial Cash option which corresponds with their class standing based on semester hours earned. The student agrees to be bound by and abide by all policies with respect to the use of their GWorld card, including those applicable to Colonial Cash use. The student agrees to waive any and all rights to a refund for any unused Colonial Cash funds while still a student at the University because of special diet, medical reasons, religious requirements, conflicting schedules, or University activities. The option exists to voluntarily add additional Colonial Cash above the mandatory minimum. The Colonial Cash Program is managed by the GWorld Card Office.
20. A student agrees that, whether or not due to the negligence of the University, the University shall not be responsible for any property of the student, which may be lost, damaged, or stolen, or for any loss thereof occasioned by fire, the elements, or other casualty, including water damage. All property of the student shall be within the licensed premises at the student's own risk, and the student acknowledges responsibility to obtain whatever insurance may be required to cover any loss or damage arising out of occupancy of the licensed premises.
21. The University shall have the right to close any residence hall in which said room is located as well as any food service venue during stated periods for health and safety reasons and at the end of any semester and the academic year. In the event of an emergency requiring a student to remain at the University, the University, at its option, may temporarily assign the student to another room and/or provide for alternative dining arrangements.
22. The University reserves the right for authorized representatives of the University to enter the licensed premises at any time for the repair and maintenance of the licensed premises, or the inspection thereof, pursuant to the University rules and regulations. The University further reserves the right for its staff and special police to enter and inspect/search the licensed premises at any time and its contents for violations of law and of University or residence hall policies, 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 self or other members of the University community.
23. The University shall have the right, but not the obligation, to conduct random health and safety inspections in all residence hall rooms. Any "prohibited items" found during the inspections will be immediately confiscated and disposed of without compensation. The "prohibited items" are listed in the Residential Community Conduct Guidelines and Administrative Policies (RCCGs); by entering into this Agreement the student acknowledges and agrees to confiscation and disposal without compensation. 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. The health and safety inspections are not intended to be a substitute for such responsibility. The Office of Risk Management or designee will conduct these inspections.
24. When a student vacates the licensed space, or upon termination of this Agreement, the student will remove all personal property and leave the room and any furnishings, fixtures, and appliances clean, with reasonable wear and tear excepted. The student acknowledges that items left in the premises after vacating or termination of the Housing License Agreement shall be deemed to be abandoned property and immediately disposed of by the University, in its sole discretion. Any costs incurred by the University associated with such disposal will be the financial responsibility of the student abandoning the property. There is no obligation on the University to store any items deemed as abandoned left in the licensed space, nor to reimburse the student for any loss.
25. The student acknowledges that all keys and card-keys to the licensed space and in the student's possession during the License Period are the property of the University and must be returned after vacating or termination of the Housing License Agreement, and that the student will be financially responsible for the loss of any keys and card-keys, including costs associated with lock changes and production of replacement keys and card-keys. Management of keys and card-keys and any charge assessments are made by the Office of Residential Property Management (RPM), are charged to their student account, and due at the times stated by the University, without any deduction whatsoever and without demand by the University.
26. If a student's licensed space is in one of the following listed buildings: (Schenley, West End, Building JJ, and any Scholars' Village Townhouse), the student must review, manually sign, and return to the University by mail or in person to the Office of Residential Property Management (RPM), the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" form (posted on the Risk Management Web site at: <http://www.gwu.edu/~riskmgmt/leadpaint.dis.cfm>) prior to occupancy and commencement of the license period.
27. A student wishing to appeal any housing policy decision or charge must do so officially in writing. A student forfeits any rights to an appeal matters that have not been raised once a new license period begins. Letters are to be addressed to the Director of GW Housing Programs, Occupancy. Appeal letters must be typed and include the name and GWid number of the student. The student 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, and records maintained by GW Housing Programs and the University. Appeal decisions will be communicated to the student in writing.



Application - Start Here

Bookings

Self Check-In/Out

LOG OUT

Welcome [REDACTED]

The GW Housing Programs Web Portal permits students to complete an on-line application for campus housing, check the status of their application, view their assignment history, and perform other function related to on campus living.

Students are encouraged to use information provided to them and made available on the GW Housing Programs Web site at: <http://gwired.gwu.edu/gwhousing> in order to learn more about housing options and administrative procedures.

The George Washington University requires all first- and second-year students to reside in on-campus housing in compliance with local Washington, DC zoning laws pursuant to an order of the Board of Zoning Adjustment (BZA). More so, GW believes that the residential experience contributes to overall student success, permits greater opportunity for campus involvement, and offers safe and convenient services to its residents. Exemptions to this residency requirement may be made by completing the "Residency Exemption Request" form. Exemptions are only considered if submitted under published deadlines, are reviewed on a case-by-case basis, and are only considered if specific criteria are existent. Further details regarding the residency requirement can be found in section 5 of the Housing License Agreement.

To **begin** your housing application please click on the **Apply for Housing** on the left. When you have submitted your application, you will have the opportunity to edit your preferences. This can be done by clicking the *Edit: Room/Plan Preference* and *Edit: Roommate/Matching* on the left. If at any time, you have any questions or experience any technical difficulties, please do not hesitate to contact GW Housing Programs.

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start



Inbox - Microsoft Out...

https://gwhousing.g...

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10:02 AM



Application - Start Here

- [Edit: Room/Plan Preference](#)
- [Edit: Roommate/Matching](#)
- [Apply for Housing](#)

• [Bookings](#)

• [Self Check-In/Out](#)

Room Preferences

No	Building	Room Type
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Undergraduate Housing License Agreement

**THE GEORGE WASHINGTON UNIVERSITY
UNDERGRADUATE HOUSING
LICENSE AGREEMENT
FALL 2008 - SPRING 2009**

This Agreement is made between The George Washington University as Licensor, hereinafter referred to as "the University", and the individual named below as Licensee, hereinafter referred to as "the Student." The University and the student hereby agree that the University will license a housing assignment to the student subject to the terms and conditions of this Agreement, including, without limitation, the requirement that the student participate in the Colonial Cash program.

STUDENT: _____ GWID: _____

DATE SUBMITTED: _____

LICENSE PERIOD: Academic Year, Fall 2008 - Spring 2009

COMMENCING: August 30, 2008 or January 10, 2009 (for Spring 2009 applicants only)

TERMINATING: May 13, 2009 (all academic year applicants)

Fall 2008 Opening - August 30, 2008, Fall 2008 Closing - December 21, 2008
Spring 2009 Opening - January 10, 2009, Spring 2009 Closing - May 13, 2009

By clicking "continue" and submitting application information by electronic mail and being offered a housing assignment by the University, a student is entering into a legally binding contract with the University and financially obligates the student to pay for the full term of the Undergraduate Housing License Agreement.

[Redo](#) [Continue](#)

Done



Application - Start Here

Edit: Room/Plan Preference

Edit: Roommate/Matching

Apply for Housing

Bookings

Self Check-In/Out

Room Preferences

No	Building	Room Type
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Undergraduate Housing License Agreement

The parties hereto have duly executed the License in accordance with the Terms and Conditions enumerated on this Undergraduate Housing License Agreement and as stipulated in the Residential Community Conduct Guidelines and Administrative Policies (RCCGs) for academic year Fall 2008-Spring 2009 as posted on the GW Housing Programs Web site found at: <http://gwinetd.gwu.edu/gwhousing/forms/> and at the GW University Policies Web site at: <http://policy.gwu.edu>. These administrative policies are incorporated herein and made a part of this document. The student acknowledges that he or she has read, understands, and agrees to abide by still paragraphs and regulations and policies.

In accordance with Section 4 of the Terms and Conditions of the Housing Agreement, the student agrees that he or she has read, understands and agrees to abide by the University's parking policy regarding Freshman and Sophomore students being prohibited from bringing cars to the Foggy Bottom Campus, except in exceptional circumstances. More information on this policy can be found on the GW University Policies Web site at: <http://policy.gwu.edu>.

In accordance with section 16 of the Terms and Conditions of the Housing License Agreement, the student agrees that he or she has reviewed the list of property addresses in the Lead-Based Paint Disclosure Information as posted on the Risk Management Web site at: <http://www.gwu.edu/~riskmanagement/leadpaint.dls.cfm> and that if the room assigned to the student is in one of the properties listed in the Lead-Based Paint Disclosure Information, the student further agrees to review, manually sign, and return to the University, by mail or in person, the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" form hereto Residential Property Management (RPM).

Seth D. Vienski Director, GW Housing Programs for THE GEORGE WASHINGTON UNIVERSITY	STUDENT SIGNATURE and DATE OF BIRTH PARENT OR GUARDIAN SIGNATURE <i>(only if the student is under 18 years old)</i>
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8.50 x 11.00 in 1 of 4

By clicking "continue" and submitting application information by electronic mail and being offered a housing assignment by the University, a student is entering into a legally binding contract with the University and financially obligates the student to pay for the full term of the Undergraduate Housing License Agreement.

Redo Continue

Done



**GEORGE WASHINGTON UNIVERSITY
RESIDENCY REQUIREMENT
EXEMPTION REQUEST FORM
FALL 2008 – SPRING 2009**

First-Year and Second-Year Student Residency Requirement

Pursuant to an order of the D.C. Zoning Commission the University requires all first-year and second-year students to reside in on-campus housing in compliance with local Washington, DC zoning laws. Exemptions to this residency requirement may be requested by completing the "Residency Requirement Exemption Request" form. If GW Housing Programs determines that your situation can be accommodated within the GW residence hall system, then no exemption will be granted. Exemptions are only considered if submitted under published deadlines, are reviewed on a case-by-case basis, and are only considered if one the following criteria are existent.

Please complete the below form.

Last Name	First	MI	GWid Number
E-Mail Address			Date of Birth (MM/DD/YYYY)
Housing Assignment (Hall and Room)			Cell Phone or Campus Telephone Number
Permanent Home Address (Street)		(City)	(State)

Please indicate your reason for an exemption request below:

- _____ **Students who are commuters from outside of the Foggy Bottom/West End area.** Please provide proof of your residence at the local address prior to initial enrollment with documents such as a utility bill addressed to you, your parent(s) or guardian(s) at the local address.
- _____ **Students who have established permanent residency prior to initial enrollment or living with parent(s) or guardian(s) who have established permanent residency within the Foggy Bottom/West End area.** Please provide proof of your permanent residency or residence at the local address of your parent(s) or guardian(s) with documents such as a utility bill addressed to your parent(s) or guardian(s) at the local address.
- _____ **Students who are married.**
- _____ **Students with children.**
- _____ **Students with disabilities that cannot be accommodated within the residence hall living environment.** Please provide medical documentation in a separate sealed envelope. Residency Exemption Requests will only be considered from those students who are registered with Disability Support Services (DSS) prior to submission of this form. A student's condition must first meet the general eligibility criteria to request any accommodations as a student with an ADA recognized impairment.
- _____ **Students with religious beliefs that cannot be accommodated within the residence hall living environment.** Please include a statement identifying your religious affiliation and the specific belief(s) that conflict with residential life living. Additionally, a letter from a religious leader, who has a defined relationship with you relative to your faith, will be required as supporting documentation.

I, (print name) _____, have fully read and understand the terms of the above residency requirement exemption policy as stated in the Fall 2008 – Spring 2009 Undergraduate Housing License Agreement. I further acknowledge that all of the information provided by me is true and correct.

(Please Initial) ____ If the residency exemption is granted, I agree that I will provide my local address in the GWeb system and understand that if I do not provide this information, I may be subject to disciplinary action.

(Please Initial) ____ In accordance with Section 6 of the Terms and Conditions of the Housing Agreement, I agree that I have read, understand and agree to abide by the University's parking policy prohibiting freshman and sophomore students from bringing vehicles to the Foggy Bottom Campus, except in exceptional circumstances. More information on this policy can be found on the GW University Policies Web site at: <http://policy.gwu.edu>.

Second-Year students participating in iHousing will need to complete this form by February 18, 2008. Newly-admitted First-Year Students must complete this form by May 15, 2008. Newly-admitted Transfers with First- or Second-Year standing must complete this form by July 15, 2008. Exemption requests will not be accepted or considered after these dates. A Residency Requirement Exemption request can only be submitted once during an academic year. All decisions will be communicated in writing on a rolling basis.

Student Signature: _____

Today's Date: _____

Return this Residency Requirement Exemption Request Form and supporting documentation to:
GW Housing Programs, 2129 Eye Street NW, Washington, DC 20052 Fax: 202-994-1422 gwhouse@gwu.edu

EXHIBIT C

NOTICE TO ALL UNDERGRADUATE AND GRADUATE STUDENTS

1. Parking Services Webpage

THE GEORGE WASHINGTON UNIVERSITY
WASHINGTON DC



PARKING

PARKING SERVICES

total GW
Parking at GW
Parking Locations
Rates & Forms
Public Transportation
FAQ
Meet the Staff

- Parking at Main Campus
- General Parking Information

- Freshman/Sophomore Foggy Bottom Parking Policy
- Parking at Other GW Locations

How do I?

General Parking Information

All faculty and staff must present vehicle registrations and current GWORLD Identification Cards before decals will be issued. Arrangements for an employee's parking cannot be made by another staff member or by a department. Parking decals cannot be sent through the mail.

Parking privileges should be cancelled at the beginning or end of the month. You must complete a termination form in the University Parking Office to stop payroll deductions. Faculty members who do not wish to have parking privileges during the summer months or while on sabbatical, must follow procedures to cancel parking as outline in the Faculty & Staff Parking brochure.

Personnel in a Leave of Absence or Leave Without Pay status (LOA/LWOP). When an employee is placed in a LOA/LWOP status, regardless of the reason, it is the employee's responsibility to contact the University Parking Office prior to the beginning of the leave period. The processing of personnel forms does not complete this process. If an employee fails to cancel parking, accrued payments will be applied upon return from LOA/LWOP for the period in which no payroll deductions were made. No exceptions will be made regarding collection of fees due upon return from leave. Employees who cancel their parking will be given first priority on the waiting list if a space is not available upon return.

Retirement Personnel who are retiring during the academic term and have payroll deductions for parking should notify the University Parking Office prior to retirement.

People with Physical Disabilities should contact the Parking office for special arrangements. If you have any questions, you may contact the Parking Office at 994-PARK (7275).

The University has a policy regarding on-campus student parking at the Foggy Bottom and Mount Vernon campuses. Violations of this policy are subject to the Code of



Student Conduct. A copy of the policy can be found [here](http://my.gwu.edu/files/policies/ParkingRestrictionsFINAL.pdf) <http://my.gwu.edu/files/policies/ParkingRestrictionsFINAL.pdf>. In addition, the District of Columbia Zoning Commission has issued a District mandate regarding parking by GW students in areas surrounding the Foggy Bottom campus. Pursuant to an Order of the Zoning Commission, the University is required to notify "all undergraduate and graduate students that parking is prohibited on the streets adjacent to and surrounding the Foggy Bottom campus." Students are encouraged to park in the University parking facilities located throughout the Foggy Bottom campus.

Office of Parking Services, 2211 H St. NW, Washington, DC 20052, (202) 994-PARK (7275).
Office Hours are Monday - Friday, 8am - 5pm.

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