

WASHINGTON INTERN STUDENT HOUSING (WISH) 305 Massachusetts Avenue NE | Washington, DC 20002 Phone: 202-548-2720 | Fax: 202-548-2435

Mr./Ms.:		
Date of Birth: SS#: E-Mail:		
Phone: Cell Phone:		
Address:		
College/University:		
Year: 1 2 3 4 5 Graduate Professional Law Medical		
University Intern Coordinator/Recruiter:		
Coordinator/Recruiter Phone #:		
Major Course of Study:		
Emergency Contact:		
Two Personal References (Not Family) With Email, Phone, Address:		
Preferences: (Apartment, Townhouse, Private Room, Shared Room, etc.):		
Internship Organization/Employer:		
Phone and Supervisor:		
Semester (Please Circle): FALL SPRING (Session:) SUMMER (Session:)		
Preferred Check In Date: Preferred Check Out		
Date:*Please refer to the WISH website for semester beginning and ending semester dates.		
Please sign your name, agreeing to our policies:		
Name: Date:		

Residential Life and Housing Services License Agreement

Washington Intern Student Housing (WISH, L.L.C.) ("WISH") enters into this Housing License Agreement (hereinafter "License Agreement") with the student or resident (hereinafter "Resident").

- **1. GENERAL:** The purpose of this License Agreement is to establish certain financial and other relationships between WISH and Residents occupying WISH properties. This License Agreement shall constitute only a license for the Resident to occupy its Assigned Space (as defined below) for the Term (as defined below) and shall not be deemed to constitute a lease or to create or transfer interest or a lien on real estate. WISH reserves the right to terminate the License Agreement at its discretion. The relationship between WISH and Resident shall be subject to the terms and conditions in this License Agreement.
- 2. TERM; OCCUPANCY OF SPACE: The term of this License Agreement shall commence upon the earlier of (i) the date Resident moves into its Assigned Space, or (ii) the commencement date of the applicable semester session ("Session") as set forth in the Housing and Residential Life Services Agreement between WISH and the Resident's school/ internship program ("School Agreement"), and shall end on the end date of the applicable Session, unless sooner terminated in accordance with the terms hereof (the "Term"). During the Term, Resident has a right of occupancy in and access to a space in the assigned WISH property ("Assigned Space"); together with shared use of common facilities in the property in which the Assigned Space is located; and use of bed, mattress, [except towels and sheets], blinds and dresser, to be furnished by WISH.
- **3. SPACE ASSIGNMENT:** WISH will make the Assigned Space no later than Resident's move-in date. WISH RESERVES ALL RIGHTS CONCERNING ASSIGNMENT, REASSIGNMENT AND ADJUSTMENTS IN ACCOMMODATIONS OR THE ASSIGNED SPACE IT MAY CONSIDER NECESSARY. Residents may move into their Assigned Spaces on the dates specified by WISH. WISH reserves the right to consolidate Resident space as it may determine. Consolidation refers to reassigning Residents who may not have a roommate to an Assigned Space with roommates.
- **4. SECURITY DEPOSIT; RENTAL FEES**: Resident's security deposit ("Security Deposit") secures Resident's obligations under this License Agreement. WISH may deduct any fees or charges owed by Resident from the Security Deposit, including, without limitation, for any damage beyond normal wear and tear or lost keys by the Resident. The Security Deposit will be refunded to Resident after the end of the Session, less any deductions as provided in this License Agreement. In the event that this License Agreement is terminated for any reason or cancelled by the Resident, or if Resident leaves during the Term, or if WISH exercises its rights under Section 3 above, Resident shall not be entitled to any refund or credit of the rental fee paid by or on behalf of Resident for the WISH housing. The processing fee paid by or on behalf of Resident is non-refundable.
- **5. TERMINATION:** This License Agreement may be terminated in the following manner:
 - **A. Disciplinary Actions:** If a Resident violates any of the terms and conditions of this License Agreement, the Resident may be given written notice by WISH that the License Agreement has been terminated and to vacate WISH property.
 - **B. Resident Behavior:** If Resident exhibits behavior or mode of living by which, in the judgment of the Manager of WISH, it would be in the best interest of the Resident, other residents, or the WISH community for the Resident to leave the Assigned Space and WISH property, then this License Agreement may be terminated unilaterally by WISH upon due notice (as defined by WISH).
 - **C. Failure To Vacate Spaces:** If the License Agreement is terminated as provided in A or B above, Resident must vacate the space on the effective date of termination. Upon Resident's failure to take all summary action to vacate, WISH shall be entitled to immediate possession of the space and the secure possession without any other or further irrevocably authorized on behalf of Resident to remove and to store Resident's belongings without any liability on the part of WISH for damage or loss. In that event, WISH will make no charge for the

first three (3) week's storage; but thereafter storage charges shall accrue at the rate of fifty dollars (\$50.00) per week for the next five (5) weeks; and at the end of this eight (8) week period WISH is irrevocably authorized on behalf of Resident to dispose of these belongings in any manner which it shall see fit without any obligation to make payment of any kind to Resident resulting from such disposition, damage or loss. In connection with disposition of such property by WISH, it is expressly agreed by Resident that as a condition of this License Agreement the value of Resident's belongings is one hundred dollar (\$100.00) or less.

- **D. Notice to Resident:** Unless otherwise provided, WISH may terminate the License Agreement by providing such notice to the Resident by e-mail to Resident, registered or certified mail to the Resident at the Resident's address, or by hand delivery to the Resident.
- **E. Future Housing Obligations:** A Resident whose License Agreement has been terminated may be refused assignment of housing at a later date.
- **6. STUDENT OCCUPANCY OF SPACE:** Only the Resident bound by the terms of the License Agreement may occupy its Assigned Space. Resident is prohibited from assigning his/her rights or responsibilities under this License Agreement to a third party. The provisions of this paragraph shall not prevent WISH, however, from reassigning, re-licensing, or taking any other action permitted on termination of this License Agreement.
- **7. JOINT RESPONSIBILITY:** If the space (e.g., room) is assigned to more than one Resident, each shall be responsible for his/her own housing payments; but all shall be responsible jointly and severally for any damage to such space beyond reasonable wear and tear, and the cost of repairs that may be assessed.
- **8. USE OF SPACE:** Resident shall use the Assigned Space exclusively as lodging and such use shall be subject at all times to all WISH's policies, rules, regulations and procedures (collectively, "WISH Rules and Regulations").
- **9. MAINTENANCE:** Occupants must resolve any housing issues with management using the procedures outlined in the WISH Resident Handbook and documents. WISH will defend its reputation regarding online commentary that is false, misleading or disparaging. If untrue or misleading remarks appear online in any form from a Resident, that Resident will forfeit its Security Deposit and be asked to leave WISH housing.

10. RESIDENTS SHALL:

- **A. Care of Space:** Take care of the space and surrender the same at the end of the Term in good order and in as good condition as received, reasonable wear and tear excepted. To ensure that proper care is being taken of the space, WISH authorized agents and employees shall have the right after having first given reasonable notice, to enter and/ or to inspect the space from time to time, provided, however, that such entry for purposes of inspection, except in case of emergency, shall be made at reasonable times. Notice having been posted and /or given, rooms may be entered for inspection by WISH authorized agents and employees only, whether or not Resident-occupants are present.
- **B. Compliance:** Conform and comply with all laws, regulations and ordinances of the District of Columbia and the United States of America.
- **C. WISH Regulations:** Abide by all WISH Rules and Regulations, including WISH regulations concerning alcohol, smoking and illegal drugs policies, as set forth in the WISH Resident Handbook, WISH brochures or WISH notices or posted in or on the WISH property or the WISH website, all of which are made a part and specifically incorporated into this License Agreement. Resident further understands and agrees that WISH's Resident Handbook or WISH Rules and may be changed, amended, revised or modified from time to time and such resident agrees to comply with such changes, amendments or modifications (collectively, "Changes"). In the event of any conflict between WISH's Resident Handbook or WISH Rules and Regulations and any changes, amendments or modifications thereto, such Changes shall govern and control.

D. Liability: Save and hold harmless, indemnify and defend WISH, its employees, officers, partners, affiliates, agents, contractors and vendors (collectively, "WISH Parties"), and each of them, from any and all claims, damages (including, without limitation, actual, incidental and consequential damages), demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated (collectively, "Claims") by Resident of his/her invitees and guests resulting from or arising out of property damage or personal injuries sustained by them in the Space Assignment or in, on or about any WISH property, except for such Claims that are finally determined to result directly from the negligence the WISH Parties or any of them.

11. RESIDENTS SHALL NOT:

- **A. Violation:** Violate WISH Rules and Regulations, nor use the Assigned Space or any part of WISH property for any disorderly purpose, or in such manner as to interfere with the rights of other Residents in their academic pursuits or quiet use of their Assigned Spaces. Violations of WISH Rules and Regulations, may subject Resident to immediate relocation or expulsion from its Assigned Space and WISH property, at WISH's sole determination. If Resident violates or breaches any of WISH's Rules and Regulations or this License Agreement, in addition to any rights or remedies that WISH may have, Resident assumes the risk of any damage, loss, cost or expense arising out of such violation or breach.
- **B. Damages:** Damage the Assigned Space or furnishings or any part of WISH property (including common areas), aside from reasonable wear and tear. If such loss or damage does occur Resident will be billed for repair or replacement costs. In the event of willful and/or reckless damage to common areas readily accessible to Resident (and/or to the furnishings and facilities located therein), and in the event the responsible individuals of such damage cannot be identified by WISH in its sole determination, all resident Residents who can readily access such common areas will be assessed for such repair and/or replacement costs.
- **12. MAINTENANCE OF SPACE AND ACCESS:** Owners of the WISH property shall provide for general maintenance and upkeep of the space. Maintenance will be done on schedules developed by owners. Between Sessions, Residents shall inform maintenance staff of any special maintenance or repairs required. A maintenance or repair request operates as a waiver of any entry notice requirement to Resident, provided, however, that entry for the purpose of making requested repairs or alterations shall be at reasonable times. Maintenance staff will take care of such item as rapidly as can be accomplished. It is usually not possible to give a precise time when such maintenance or repairs can be completed.
- 13. SERVICE AND UTILITIES: WISH maintains limited common cooking facilities (provided, however, that Residents are responsible for cleaning and maintaining sanitary conditions), and laundry facilities for Resident use. WISH shall also provide electricity, heat during cold seasons, cooling during warm seasons, hot and cold water, and shared sanitary facilities, all as adequate and necessary in the judgment of WISH. WISH shall not be responsible for failure to provide these services for any reasonable period of time if and when such failures are caused by accidents, riots, strikes, sources shortages, or any other conditions beyond WISH control, or unless the failure is caused by and results from the gross negligence of WISH's agents or employees. Any unauthorized tampering with internet equipment and any unauthorized telephone usage may result in discontinuation of service and any charges incurred by WISH due to such unauthorized usage shall be billed to the Resident.
- **14. ALTERATIONS, FIRE HAZARDS, WASTE:** Resident shall not make any material alterations in the space without express written permission from the Manager of WISH; shall not damage nor permit the damage of any part of the space; shall not do or permit the doing of anything that shall constitute a fire of health hazard; and shall not permit the accumulation of waste and refuse with the space. Violation of these terms and conditions by Resident may be considered sufficient reason for disciplinary action, including, but not limited to, expulsion from WISH property.
- **15. DAMAGES TO PROPERTY OR PERSONS:** WISH shall not be liable for any loss or damages to property resulting from fire, theft, casualty or any cause, or personal injuries occurring within the Assigned Space, any common areas or otherwise on or about WISH property, unless such damages, losses or personal injuries are caused directly by or result from the proven negligence of WISH agents or employees. Residents are advised to carry a "homeowners"

or "tenants" insurance policy for their personal property, or have their parent's / guardian's insurance policy extended to their Assigned Space. Resident hereby, on behalf of itself and the resident's heirs, executors, administrators, guests and assigns, fully and forever releases and discharges WISH Parties, and each of them, from any and all Claims resulting from or arising out of (a) any exposure or potential exposure to any infectious pathogen, including, without limitation, the coronavirus, (b) fire, explosion, casualty, falling plaster, escaping steam or gas, electricity, water, rain or snow, or leaks from any part of the WISH building or from any pipes, appliances or plumbing, or from dampness; or (c) other residents, occupants or persons in the Assigned Space or WISH property, except for such Claims that are finally determined to result directly from the negligence the WISH Parties or any of them.

- **16. LOST OR NON-RETURNED KEYS:** A one hundred dollar (\$100.00) charge will be made for non-returned or lost keys or fob key. Such charges may be assessed at any time during the Resident's Session.
- 17. SPACE CLEARANCE PROCEDURE: When leaving the WISH property at the end of the Session, Resident agrees to check out officially with WISH and to turn in the key(s) AT THE TIME OF CHECK-OUT. Charges for non-returned keys are as noted above in Section 16. Resident also agrees to leave his/ her Assigned Space "broom clean" at the time of CHECK-OUT; and if upon inspection by WISH staff at or about time of CHECK-OUT, it is determined that the Assigned Space is not in "broom clean" condition, Resident agrees to pay WISH a one hundred dollar (\$100.00) cleaning service charge. When applicable, a refund of housing charges will date from the CHECK-OUT time.
- **18. EQUAL OPPORTUNITY HOUSING PROVIDER:** WISH complies with federal and District of Columbia fair housing laws, including the District of Columbia Human Rights Act, as an equal opportunity housing provider. If you require a reasonable accommodation for a disability, please send a written request to Interns@InternsDC.com.
- **19. MOTOR VEHICLES:** WISH encourages Residents not to bring motor vehicles to the Washington area and parking for motor vehicles is not provided under this License Agreement. For those who do bring motor vehicles, WISH has a very limited number of parking spaces that can be rented upon advance request and subject to availability at prevailing rates through the WISH office.
- 20. GOVERNING LAW: This License Agreement shall be governed by the laws of the District of Columbia.
- **21. COVID-19:** WISH Rules and Regulations with respect to COVID-19 are subject to change at any time based on numerous factors including, but not limited to, changes in COVID-19 prevalence rates, federal and local guidelines, business operations and/or staff feedback. Resident understands and agrees they must follow their Sickness Protocol regarding potential or actual COVD-19 infection while a Resident of WISH housing and that should they become infected with COVID-19 test while a Resident of WISH housing, they may not be permitted to remain in their Assigned Space and will not be given any refund.
- **22. EFFECTIVENESS:** This Housing License will become effective and binding upon Resident in any of the following ways: (a) this License Agreement may be attached to the WISH Housing Application Form ("WISH Application"), and by executing and delivering the WISH Application, Resident agrees to be bound by the terms of this License Agreement as of the date of such WISH Application, (b) Resident may apply for WISH housing on WISH's website by completing the WISH Application online, reviewing the terms of the License Agreement online and by acknowledging its agreement to the License Agreement online and Resident agrees to be bound by the terms of this License Agreement as of the date of submission of such WISH Application online; or (c) this License Agreement may be executed by Resident and Resident agrees to be bound by the terms of this License Agreement as of the date of such execution. Nothing herein shall prevent WISH from requiring Resident to execute a copy of this License Agreement under subsection (c) above.

	Resident Signature:	
Date:		
	Print Name:	