2021–22 9-Month Housing Agreement

September 22, 2021–June 11, 2022

I. Definitions

For purposes of this *Agreement*, the terms below have the following meanings:

9-Month Housing: Residence hall and apartment-style residence hall housing that is on an *Agreement Period* aligned with academic year dates.

Agreement: The 9-Month Housing agreement for 2021–22.

Agreement Period: From September 22, 2021, or beginning on the assigned *Check-in* date, through 12 noon on June 11, 2022.

Agreement Termination, Terminate: Ending the *Agreement* after *Check-in* and before June 11, 2022. For terminations before *Check-in*, see *Cancellation*.

Cancel, **Cancellation**: Ending the *Agreement* before *Check-in*. For cancellations after *Check-in*, see *Agreement Termination*.

Check in, **Check-in**: Obtaining *Room* keys from *HFS* regardless of whether or not the student is physically occupying the space.

Check out, **Checkout**: Returning keys to the location designated by *HFS*.

Common Areas: All areas in an apartment or cluster other than the student's *Room* including, but not limited to, lounges, living rooms, bathrooms, balconies, hallways and kitchens.

Defer, Deferment: Requesting to postpone assignment start date to a future quarter.

Deposit: A payment of \$500 required to occupy a *Room* within the *Residence Hall System*.

Dining Account: Funds specifically allocated for use within *HFS* dining facilities based on the *Dining Account* level selected by the student.

First Out, First In: A process used by *HFS* to determine if and when an *Agreement Holder* who has *Checked out* may be released from the financial obligations of this *Agreement*.

HFS: Housing & Food Services, a department of the University of Washington.

Husky Card: A *University* identification card with many uses including access to *HFS* facilities, the *Dining Account* and the *Husky Card Account*.

Husky Card Account: A debit account for use in *HFS* laundry facilities, *HFS* dining facilities and for select on-campus services. Occupancy Period: The period commencing at *Check-in* through 12 noon on June 11, 2022, or through *Checkout*, whichever occurs first.

Residence Hall System: Alder Hall; Elm Hall; Haggett Hall; Hansee Hall; Lander Hall; Madrona Hall; Maple Hall; McCarty Hall; McMahon Hall; Mercer Court A, B and C; Nordheim Court buildings 1, 3 and 4; Oak Hall; Poplar Hall; Stevens Court; Terry Hall; Willow Hall; or any space assigned by *HFS*.

Room: A space assigned to the student within *University Housing*. **Room/Apartment Condition Report**: The form used to identify the condition of *Rooms* and *Common Areas*.

Room Change: Moving from one *Room* to another *Room* within *University Housing.*

Roommate: Students assigned to share a *Room* and/or *Common Area* (i.e., roommates, clustermates and apartmentmates).

University: The University of Washington, Seattle campus.

University Housing: The entire network of *University* housing operations including the *Residence Hall System*, 12-Month Apartments, Family Housing and facilities operated in a public-private partnership with the *University* (Commodore Duchess and Radford Court).

II. General Provisions

- A. I agree to all terms and conditions of this Agreement and acknowledge this Agreement is binding once I electronically sign and submit it online.
- B. This Agreement is entered into by and between the University and me, a University student, for my use and occupancy of a Room in the Residence Hall System according to the terms specified herein. This Agreement is a legal and binding document between the University and me.
- C. If I am younger than 18 years of age at the time I submit my housing application and *Agreement*, my parent or legal guardian must complete the 2021–22 Cosigner Agreement, available at <u>catalyst.uw.edu/webq/survey/hfsinfo/401905</u>, within two weeks of my application submission.
- D. The University and I intend for this Agreement to constitute a license for the use of a Room and Common Areas in the Residence Hall System as assigned by HFS, and further intend that this Agreement will not constitute a lease and will not create or transfer an interest in or a lien upon real estate. The relationship created by this Agreement between the University and me is that of licensor and licensee, not that of landlord and tenant. My use and occupancy is being provided incidental to the provision of educational services by the University.
- E. I may not transfer or assign this Agreement, or the right to occupy my assigned Room, or any other rights or benefits granted hereunder, to another person.
- F. This Agreement is for the entire Agreement Period, including autumn quarter 2021, winter quarter 2022 and spring quarter 2022.
- G. The information provided by me in my housing application is true, complete and accurate. If the University determines that I have provided untrue, incomplete or inaccurate information, the University will have a basis to declare me in breach of this Agreement, take disciplinary action against me, and/or require that I Check out of University Housing immediately.
- H. All charges in this *Agreement* for the related service or action represent a reasonable approximation of the *University's* administrative costs, and I will be financially responsible for all payments as stated in this *Agreement*.
- I. My primary cell number will be provided to the *University* for use by the emergency alert system. More information can be found at <u>uw.edu/safety/alert</u>.
- J. My failure to comply with any term of this Agreement shall be grounds for the University to declare me in breach of this Agreement and require that I Check out of University Housing, and may result in other action against me by the University including, but not limited to, disciplinary action, termination of this Agreement, future ineligibility to reside in University Housing, and collection of outstanding debt and recovery of collection agency fees as stated in Section XI.L.

- K. HFS will not disclose information relating to my student record, housing account, application and assignment information as required by state and federal law, including but not limited to FERPA, except as stated in Section VIII.E. I may authorize the release of information at <u>myhfs.housing.uw.edu</u>.
- L. If I am seeking an accommodation for a disability, I must submit a Disability Resources for Students (DRS) Housing Accommodation Request Form at <u>depts.washington.edu/uwdrs/housing</u> by the deadline shown at <u>hfs.uw.edu/accommodation</u>. Additional information is available at <u>disability.uw.edu</u>. *HFS* cannot proceed with disability accommodation without direction from DRS.
- M. If I have a special dietary need, I will schedule a dining consultation with UW Dining Wellness Specialist. Additional information is available at https://www.edu/dining.
- N. I am required to adhere to vaccination requirements established by HFS, the University, and/or Public Health-Seattle & King County.
- O. I must verify that I understand the inherent risk in living in congregate housing, notwithstanding health and safety measures, and that I am assuming such risk by signing this agreement.
- P. I must verify that I understand how the *Agreement* has been, or might be, impacted by different scenarios related to COVID-19 or similar public health crisis, by reading and submitting a HFS Public Health Agreement found at <u>HFSExtranet/media/Agreements/2021-22-HFS-Public-Health-Agreement.pdf</u> as part of my housing application.
- Q. This Agreement may be amended with a 30-day notice by the University during the term of this Agreement.

III. Eligibility

I represent and warrant that I am eligible to reside in the Residence Hall System because I meet and will maintain for the Occupancy Period all of the following eligibility criteria and expectations:

- A. I currently am or have been accepted as a student at the University, and I will maintain my status as a registered student.
- B. I am or will be at least 17 years of age at the time I Check in.
- C. I have not been dismissed from any University Housing facility nor has the University ever terminated my agreement, contract or lease, or filed an eviction or unlawful detainer action against me for any University Housing facility.
- D. I have not vacated at the request of the University's designated property management company in lieu of legal eviction from any University Housing facility.
- E. If at any time after I have submitted this Agreement I become ineligible under the eligibility criteria stated above to reside in the Residence Hall System, I agree to inform HFS in writing at <u>hfsinfo@uw.edu</u> of my ineligibility within 24 hours of becoming ineligible, and to Check out as described in Section XVII within 72 hours of becoming ineligible, unless I am required to vacate earlier as described in this Agreement.

IV. Criminal Offenses

- A. If I have been arrested for, with prosecution ongoing, or convicted of a sex offense; or have entered a deferred adjudication agreement relating to a sex offense; or have been or am under active supervision by any state, territory or foreign country related to a sex offense; or have been or am required to register as a sex offender; I must notify *HFS* in writing at <u>hfsinfo@uw.edu</u> at the time this *Agreement* is submitted and I acknowledge that the *University* has the discretion to determine whether my application to reside in *University Housing* should be accepted, and to assign me to a particular *Room* deemed appropriate by the *University*.
- B. If after submitting this Agreement and my housing application I am arrested for, convicted of, or found to have committed a sex offense; enter a deferred adjudication agreement relating to or am placed under active supervision by any state, territory or foreign country relating to a sex offense; or am required to register as a sex offender; I will inform HFS of my offense in writing at <u>hfsinfo@uw.edu</u> within 24 hours. I further agree that I will provide HFS with all requested information regarding the event(s) at issue. HFS has the discretion to require that I Check out within 24 hours of said notification unless HFS provides me with written permission to remain in University Housing. Even if I am given written permission to remain in University Housing, HFS retains the ability to change that determination and require I Check out as additional information is obtained.
- C. I will provide the *University* with any information it requests related to my offense(s) in order for the *University* to make a determination of my eligibility to reside in *University Housing* based on the best interests of the *University*.

V. Agreement Period and Check-in Dates

- A. The duration of this *Agreement* and the charges outlined in this *Agreement* are for the period of September 22, 2021, through 12 noon on June 11, 2022.
- B. Check-in dates and times for each quarter covered by this Agreement are:

Academic Quarter	Check-in Date and Time
Autumn Quarter	September 22, 23 or 24, 2021 (Specific appointments will be provided with Room assignment information.)
Winter Quarter	At or after 8 a.m. on January 2, 2022
Spring Quarter	At or after 8 a.m. on March 27, 2022

- C. Any request to Check in after 12 noon on the second day of instruction must be submitted in advance to HFS at hfsinfo@uw.edu.
- D. If I am assigned to a *Room* after the *Agreement Period* begins, my *Agreement* will begin on my assigned *Check-in* date. My *Check-in* date will be provided with my assignment information.

VI. Early Arrival Housing

A. I may request to move in early if I have a University-approved requirement to be on campus prior to formal Check-in (e.g., international student

orientation, athletics, band, approved housing accommodation from DRS, *HFS* staff). Information about early arrival housing can be found at <u>hfs.uw.edu/9ea</u>.

- B. I must request and pay for early arrival housing separate from the 9-Month Housing application and payment.
- C. HFS will notify me via my University email address as to whether or not my early arrival housing request is approved.
- D. If I am assigned for early arrival housing, I must agree to pay for early arrival housing and dining charges for the early arrival period as shown at <u>hfs.uw.edu/9ea</u>.
- E. If my early arrival request is approved, I may be assigned to a temporary space for some or all of the early arrival period and must comply with *Room Change* instructions and deadlines sent by *HFS* to my *University* email address.
- F. If I request early arrival housing after the deadline shown at <u>hfs.uw.edu/9ea</u>, an expedite charge will be assessed. A list of incidental housing charges can be found at <u>hfs.uw.edu/charges</u>.
- G. If I am approved for early arrival housing and *Check in* before the *Agreement Period* begins, the provisions of this *Agreement* begin on the date I *Check in* except as stated in Section VI.H.
- H. If I Cancel my early arrival housing request I will be charged based on the schedule linked at hfs.uw.edu/9ea.
- I. If I Cancel my 2021–22 housing application after Checking in to my early arrival housing assignment but before the quarter begins, I will be subject to Cancellation charges per Section VII of this Agreement.

VII. Application Cancellation or Deferment

- A. I may Cancel or Defer my housing application and Agreement before I Check in.
- B. Details about Cancellation and Deferment can be found at hfs.uw.edu/cancel.
- C. If I wish to Terminate this Agreement after Check-in, I may do so as described in Section XVI.

VIII. Room Assignment

- A. Submission of a housing application or Agreement does not guarantee me a Room in University Housing.
- B. I will be assigned based on my assignment priority to any available *Room* within the *Residence Hall System* regardless of rate including, but not limited to, a triple *Room*, apartment or temporary housing space. Information about temporary housing can be found at <u>hfs.uw.edu/temp</u>.
- C. I may be assigned to any available *Room* regardless of assignment preferences expressed by me including, but not limited to, building, *Room* type, Living Learning Community and *Roommate* request.
- D. I will accept my assigned Room in the Residence Hall System through the end of the Agreement Period.
- E. HFS will release my name, email address and telephone number to my assigned Roommate.
- F. HFS reserves the right to reassign me to a different Room at any time for any reason that is reasonable under the circumstances including, but not limited to, the welfare of residents, a violation of Community Standards or the Student Conduct Code, to accommodate facility operations or repair, to accommodate students with disabilities, to use available space more efficiently, or to further the best interests of the University and/or its community. I may be required to move with a 48-hour notice.
- G. If a space is available in my Room, I may be assigned a Roommate without prior notification.
- H. If a space is available in my *Room*, I will keep the available space clean and accessible. If I fail to do so, I will be charged the daily *Room* rate for both the unavailable space and my assigned space until the space is clean and accessible, and I may be subject to disciplinary action.

IX. Dining Account

- A. I must select and pay for a *Dining Account* level that I am eligible for except as stated in Section IX.M. Information about the *Dining Account* can be found at <u>hfs.uw.edu/rhdining</u>.
- B. My Dining Account funds may be used only in HFS dining facilities.
- C. My *Dining Account* works like a debit card, with the quarterly allotment deposited into my *Dining Account* at the beginning of each quarter on the dates shown below:

Quarter	Dining Funds Available for Use
Autumn Quarter	8 a.m. on September 22, 2021
Winter Quarter	8 a.m. on January 2, 2022
Spring Quarter	8 a.m. on March 27, 2022

- D. My Dining Account funds are nonrefundable and nontransferable to any account including my Husky Card Account.
- E. *HFS* will provide dining service from the first day of the quarter through midday on the last day of final examinations for each academic quarter. During Thanksgiving Break, *Winter Break* and Spring Break there will be limited or no service in the dining facilities.
- F. The *Dining Account* level I select will continue for each quarter through the end of this *Agreement Period* unless I change it at myhfs.housing.uw.edu.
- G. If I wish to lower my Dining Account level, I must do so by the following date:

Quarter	Deadline to Lower Dining Account Level	
Autumn Quarter	August 31, 2021	
Winter Quarter	November 30, 2021	

Spring Quarter February 28, 2022

H. If I wish to increase my Dining Account level, I may do so at any time except during the following periods:

Quarter	Dining Account Change Blackout Dates	
Autumn Quarter	September 1–October 1, 2021	
Winter Quarter	December 1, 2021–January 5, 2022	
Spring Quarter	March 1–30, 2021	

- I. As long as I remain in residence, any balance remaining in my *Dining Account* at the end of autumn quarter 2021 and winter quarter 2022 will carry forward to the next quarter. In addition, the next quarter's *Dining Account* level allotment will be added to my account. If I am assigned to a dining required area, I may not opt out of the quarterly dining distribution.
- J. Any balance remaining in my Dining Account will be forfeited at 12 noon on June 11, 2022.
- K. If I Check out prior to the end of the Agreement Period and remain registered for classes, any balance in my Dining Account will remain available for use through 12 noon on June 11, 2022, at which point any balance remaining in my Dining Account will be forfeited.
- L. If I Check out prior to the end of the Agreement Period and am no longer registered for classes, any balance in my Dining Account will be prorated based on my Checkout date or usage, whichever is higher, and the remaining unused funds will be refunded.
- M. If I am assigned to Mercer Court Apartments; Stevens Court Apartments; or a studio *Apartment*, I will have the option to select any *Dining Account* level or cancel my *Dining Account* by the deadline shown in Section IX.G.
- N. Students with special diets will not be exempt from the Dining Account.

X. Charges

- A. Deposit
 - 1. I will pay a one-time Deposit of \$500 at the time I apply for housing.
 - 2. If I have been identified as eligible for *Deposit* deferment, I may defer the payment to be paid with quarterly charges based on the payment due dates shown in Section XI.A and the following schedule:
 - a. Autumn quarter applicants: \$250 due with autumn quarter charges, \$250 due with winter quarter charges
 - b. Winter quarter applicants: \$250 due with winter quarter charges, \$250 due with spring quarter charges
 - c. Spring quarter applicants: \$500 due with spring quarter charges
 - 3. The Deposit does not apply toward housing or dining payments.
 - 4. HFS will hold my Deposit until I Check out without any future HFS housing application.
- B. Room Charges
 - 1. I will be charged for and will pay the *Room* rate for the *Room* type to which I am assigned. Housing rates are established by the University of Washington Board of Regents and can be viewed at <u>hfs.uw.edu/rates</u>.
 - 2. My *Room* rate includes electricity, gas, Internet access, access to televised programming, water, sewer and garbage services. A temporary failure in utility service is not a breach of this *Agreement*.
 - 3. If I am assigned a *Room* before the *Agreement Period* begins and do not *Cancel* as provided in Section VII, I must pay the entire quarter of housing charges regardless of the date I *Check in*.
 - 4. If I am assigned a *Room* after the *Agreement Period* begins, I must pay prorated housing charges based on my *Check-in* date assigned by *HFS*, even if I do not *Check in* on that date.
 - 5. If I Cancel my application, I will be subject to Cancellation charges as stated in Section VII.
 - 6. If I terminate my Agreement, I will be subject to Agreement Termination charges as stated in Section XVI.
- C. Dining Charges
 - 1. I will be charged for and will pay the *Dining Account* rate for the level I select. *Dining Account* rates are established by the University of Washington Board of Regents and can be viewed at <u>hfs.uw.edu/rates</u>.
 - 2. If I am assigned a *Room* before the *Agreement Period* begins and do not *Cancel* as provided for in Section VII, I must pay the entire quarter of dining charges regardless of the date I *Check in*.
 - 3. If I am assigned a *Room* after the *Agreement Period* begins, I must pay a prorated dining amount based on my *Check-in* date assigned by *HFS*, even if I do not *Check in* on that date.
 - 4. Any funds remaining in my Dining Account will be forfeited at 12 noon on June 11, 2022, except as stated in Section IX.L.
- D. Other Charges
 - 1. Emergency kit: I am required to purchase a 72-hour emergency kit provided by *HFS* at the beginning of my occupancy with *HFS*. I am only required to purchase one emergency kit during my occupancy with *HFS*.
 - 2. Husky Card deposit: I will be charged quarterly for a deposit to my Husky Card Account for use in the laundry rooms.
 - 3. Incidental charges: I will pay any incidental charges by the end of the month in which they are charged unless I Check out before the end of that month, in which case I will pay them before I Check out.
 - 4. A list of incidental housing charges can be found at hfs.uw.edu/charges.

XI. Payments

A. I will pay my HFS charges according to the dates shown in the table below.

Quarter	Quarterly Charges Payment Due Date Late Payment Charge Applied	
Autumn Quarter	October 15, 2021	October 21, 2021
Winter Quarter	January 21, 2022	January 27, 2022
Spring Quarter	April 15, 2022	April 21, 2022

- B. If I fail to make payments as required by this Agreement, my Agreement and assignment may be terminated. If my Agreement is terminated by HFS, I will be required to move out and will be charged a termination charge as shown in Section XVI.
- C. During my Occupancy Period, all billing adjustments and incidental charges placed on my account after the due date are due by the first of the month.
- D. I may view my Statement of Account at any time at hfs.uw.edu/myhfs/ledger.aspx.
- E. HFS will submit charges directly to my financial aid/tuition account for electronic transfer of any available funds to my HFS account. I will be notified by email of any remaining amount due.
- F. I will make payments in one of the following manners:
 - 1. With a Visa, MasterCard, Discover or American Express credit/debit card at hfs.uw.edu/myhfs/account.aspx; or,
 - 2. Online with an international account at https://landing-pages.flywire.com/landing/washingtonpages; or,
 - 3. By mail with a check to University of Washington, Housing & Food Services, Financial Services Office, 1045 NE Campus Parkway, Box 355607, Seattle, WA 98195-5607; or,
 - 4. In person with a check at the HFS Student Services Office in 210 Lander Hall.
- G. I will be assessed a late payment charge if my account is not paid in full by the payment due date. In addition, a late payment charge will be assessed after the fifth day of each subsequent month during which I have a past due balance. A list of incidental housing charges can be found at <u>hfs.uw.edu/charges</u>.
- H. If I have any questions about my account or if my payment will be late, I will contact the *HFS* Student Services Office, 210 Lander Hall, <u>hfsinfo@uw.edu</u> or 206-543-4059, before my account becomes delinquent.
- I. If I fail to make payments after Check-in as required by this Agreement:
 - 1. My Dining Account and Husky Card Account may be inactivated until my account is paid in full; and,
 - 2. HFS may contact the person(s) I have designated as authorized to receive my financial account information; and,
 - 3. The University may declare me in breach of and terminate this Agreement, cancel my assignment and require that I Check out, and/or take further action against me including, but not limited to:
 - a. Denying future applications for University Housing; and,
 - b. Placing a hold on University registration, transfer of credits, transcripts and graduation; and,
 - c. Assessing collection agency charges as outlined in Section XI.L; and,
 - d. Assessing legal fees and moving and storage costs; and,
 - e. Obtaining a legal judgment against me for any balance due.
- J. If I wish to dispute any charges posted to my account, I must submit a waiver request within 60 days of the charge being posted to my account. The waiver request can be found at <u>hfs.uw.edu/waiver</u>. I understand that waiver requests submitted more than 60 days after charges have been posted will not be considered, and I will be responsible for full payment of those charges.
- K. After I Check out, all charges are due immediately.
- L. The University reserves the right to the recovery of collection agency fees as authorized by RCW Chapter 19.16.500 found at https://apps.leg.wa.gov/RCW/, which may be based on a percentage at a maximum of 40 percent of the debt in addition to the recovery of any outstanding balance, attorney fees, court costs and other collection costs including moving and storage costs.
- M. I authorize the University, HFS and their respective agents and contractors to contact me regarding outstanding charges or repayment of outstanding charges at the current or any future number that I provide for my cell phone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

XII. Community Standards

- A. I agree to abide by the Community Standards, which are appended hereto as Appendix A. I acknowledge that the Community Standards apply to me not only when I am in the building in which my *Room* is assigned but also while I am on any *University Housing* premises, which includes, but is not limited to, *Common Areas*, community centers, entry areas, hallways, parking areas, courtyards, terraces, decks, grounds, elevators, stairwells, playfields and dining facilities.
- B. I agree to abide by all regulations, policies and standards of the University and HFS. Should my guests or I fail to comply with the conduct regulations, policies and standards of the University and HFS including, but not limited to, the Community Standards and the Student Conduct Code, WAC 478-121, the University may take disciplinary action against me pursuant to the Residential Life Conduct Process and/or the Student Conduct Code, except that, for allegations that, if true, would constitute sexual harassment (EDFR prohibited conduct) under WAC 478-121-605, disciplinary action against me will follow the process described in Part VII of the Student Conduct Code. The Residential Life

Conduct Process may be found at hfs.uw.edu/conduct.

XIII. Room Changes

- A. I may only make a Room Change with prior written approval by an authorized HFS staff member.
- B. If I wish to change my Room, I must follow all Room Change procedures, which can be found at hts.uw.edu/9rc.
- C. If *HFS* approves my *Room Change* request or I am required to make a *Room Change* as part of a disciplinary process, I will be assessed a nonrefundable *Room Change* charge.
- D. If I do not follow proper Room Change procedures, I will be charged an improper Room Change charge in addition to the Room Change charge.
- E. I will be required to pay the Room rate for the new Room effective the date my Room Change begins.
- F. I must return my originally assigned *Room* keys to the location designated by *HFS* by my *Room Change* deadline. If my keys are not returned by the deadline, I will be assessed the daily rate for both *Rooms* until the keys to my originally assigned *Room* are returned and I will be charged an improper *Room Change* charge.
- G. If I make a Room Change without prior approval from an authorized HFS staff member:
 - 1. I will be assessed an unauthorized Room Change charge; and,
 - 2. I will be charged the daily *Room* rate for both *Rooms* until I have *Checked out* of my originally assigned *Room* or I have moved back to my originally assigned *Room;* and,
 - 3. I will be charged a Room Change charge if HFS approves my Room Change request; and,
 - 4. I may be assessed an improper Room Change charge if I do not follow proper Room Change procedures.
- H. Prior to my Room Change deadline, I will remove all of my personal belongings from my Room and Common Areas and follow the cleaning guidelines at <u>hfs.uw.edu/9checkout</u>. If I do not remove my personal belongings, HFS may pack and store and/or dispose of them at my expense. While HFS intends to make reasonable efforts to protect my belongings, I will not hold the University liable for any damage or loss.
- I. If my keys are not returned by my *Room Change* deadline, I may be assessed a lock change charge in order to secure my *Room*, plus an additional charge for each unreturned key.
- J. A list of incidental housing charges can be found at hfs.uw.edu/charges.

XIV. Entry and Inspection

- A. When performing routine inspections and maintenance, the *University* will give me at least 48 hours' notice of its intent to enter my *Room* or *Common Area*, and will enter only at reasonable times.
- B. University custodial staff will routinely enter Common Areas including, but not limited to, McMahon Hall cluster lounges and bathrooms, in order to clean.
- C. University staff, contractors and designees have the right to enter my Room and Common Area and I will not be given prior notice:
 - 1. In the event of an emergency;
 - 2. If I request or if my Roommate requests repairs or maintenance, which includes but is not limited to the submission of a work order;
 - 3. If my Roommate, including any person sharing my Room, apartment or cluster, moves out, for cleaning or maintenance.
 - 4. If *University* staff and/or University of Washington Police Officers are entering areas outside my *Room* unannounced to conduct rounds concerning health, safety or security checks, to enforce Community Standards and other policies, or to investigate possible criminal activity.

XV. Cleaning, Alterations and Damages

- A. Within one week of Check-in, I will inspect and, if necessary, update the Room/Apartment Condition Report and submit to the Residential Life Team. Any damage or missing items not declared on the Room/Apartment Condition Report will be my responsibility and will be charged to me when I Check out.
- B. I will report lost *Room* and/or apartment keys to my regional desk immediately. If, after 72 hours, I have not demonstrated to *HFS* that I have located my keys, any affected locks will be changed at my expense. I may be assessed a lock change charge in order to secure my *Room*, plus an additional charge for each unreturned key or building access card. A list of incidental housing charges can be found at <u>hfs.uw.edu/charges</u>.
- C. I will keep my *Room* and *Common Areas* clean, orderly and in good condition at all times and will properly dispose of garbage, recyclables and compost items in designated collection sites. I will be responsible for any charges that result from my failure to keep my *Room* or *Common Areas* clean, orderly and in good condition.
- D. If I am assigned to a *Room* with a private or semiprivate bathroom, I will cooperate with my *Roommate* to care for and maintain the bathroom, including providing cleaning supplies.
- E. I will not make any repairs or alterations to any *University Housing* premises. If repairs are required, I must submit a work order at <u>uw.edu/facilities/fsworks</u>.
- F. If I or any guest of mine damages any HFS property, I will be responsible for the reasonable cost of repair, replacement and/or cleaning as determined by HFS.
- G. If any damage occurs in the *Common Areas* and/or shared areas of my *Room* and the responsible person cannot be determined, any charges for repair, replacement and/or cleaning as determined by *HFS* will be divided equally among me and my *Roommates*.

XVI. Agreement Termination

I may terminate my Agreement after I Check in. If I wish to terminate this Agreement prior to Check-in, I may do so as described in Section VII.

- A. The duration of this Agreement and the housing and dining charges contained within this Agreement are for the period of September 22, 2021, through 12 noon on June 11, 2022.
- B. If I Check out during autumn quarter 2021 or winter quarter 2022, between September 22, 2021 and March 19, 2022:
 - 1. I must submit an Agreement Termination notice in advance of my Checkout date at myhfs.housing.uw.edu; and,
 - 2. I will be responsible for paying all charges for my assigned Room for the entire Agreement Period; and,
 - 3. I will be responsible for all dining charges for the quarter during which I Check out; and,
 - 4. I will not be assessed dining charges for future quarters; and,
 - 5. I must Check out no later than the deadline shown below for the quarter during which I Check out; and,
 - 6. I may become eligible to have my Room charges prorated on a First Out, First In basis as described in Section XVI.D; and,
 - 7. I will be charged according to the table below:

Checking out during	Termination notice submitted	Checkout deadline	Early termination charge
Autumn quarter (September 22,–December 18, 2021)	On or before October 31, 2021	By 12 noon on December 18, 2021	\$500
	November 1– December 18, 2021		\$500 + \$15 per day late notice charge
Winter quarter (December 19, 2021–March 19, 2022)	On or before January 31, 2022	By 12 noon on March 19, 2022	\$500
	February 1– March 19, 2022		\$500 + \$15 per day late notice charge

8. I may be subject to additional daily Room charges if I move out during Winter Break or spring break.

- C. If I Check out during autumn quarter 2021 or winter quarter 2022 without submitting an Agreement Termination notice:
 - 1. HFS will terminate my Agreement for current and future quarters; and,
 - 2. I will be responsible for paying the full agreement's housing charges; and,
 - 3. I will be responsible for paying the current quarter's dining charges; and,
 - 4. I will not receive a prorated refund of any of the current quarter's dining charges; and, I may become eligible to have my *Room* charges prorated on a *First Out, First In* basis as described in Section XVI.D; and,
 - 5. I will be responsible for paying the early termination charge and late notice charge as outlined in Section XVI.B.
- D. If I am determined to be eligible to participate in the *First Out, First In* process, my *Room* charges may be prorated as of the date an eligible student who is not currently an *Agreement Holder Checks in* to a *Room* in the *Residence Hall System. HFS* will make a reasonable attempt to reassign *Rooms*. The *First Out, First In* order is based on students' *Checkout* dates.
- E. If I withdraw from the University during the Agreement Period, I will not be charged an early termination charge or late notice charges. My housing and dining charges will be prorated as of my Checkout date provided that date is more than ten days before the end of the quarter
- F. I will not be charged an early termination charge or any *Room* charges for future quarters, although late notice charges as stated in Section XVI.B may still apply, if I provide documentation within five days of my *Checkout* date to *HFS* at <u>hfsinfo@uw.edu</u> that establishes one of the following:
 - 1. I have completed my academic program or am graduating at the time of Checkout; or,
 - 2. I am participating in a University-sponsored study abroad program for University credit for the next academic quarter; or,
 - 3. I am participating in an internship program for *University* credit located outside of commuting distance as defined at <u>hfs.uw.edu/comdist</u> for the next academic quarter.
 - 4. I am eligible based on Armed Forces exceptions per RCW Chapter 59.18.220 found at https://apps.leg.wa.gov/RCW/. I must provide HFS with copies of any such military orders at https://apps.leg.wa.gov/RCW/. I must provide HFS
- G. If I am moving directly in to Commodore Duchess Apartments or Radford Court:
 - 1. I will be exempt from the \$500 early termination charge;
 - 2. I will be charged late notice charges if I submit my notice after the deadline stated in Section XVI.B; and,
 - 3. I will be responsible for *Room* charges through the *Checkout* deadline as stated in Section XVI.B; and,
- H. If I Check out during spring quarter 2022, or between March 20, 2022 and June 11, 2022:
 - 1. I do not need to submit an Agreement Termination notice; and,
 - 2. I will not be charged an early termination charge or late notice charges; and,
 - 3. I will be responsible for the full quarter's housing and dining charges; and,
 - 4. I must Check out by 12 noon on June 11, 2022, following Checkout procedures as described in Section XVII.
 - 5. I may be subject to additional daily *Room* charges if I move out during Spring Break.
- I. If HFS terminates my Agreement before the end of the Agreement Period for any breach of this Agreement:

- 1. My Agreement will be terminated for the current quarter and future quarters; and,
- 2. I will be responsible for paying the \$500 early termination charge; and,
- 3. I will be responsible for paying the current quarter's housing and dining charges; and,
- 4. I will not receive a prorated refund of any of the current quarter's housing and dining charges.
- J. If I leave my *Room* permanently without formally *Checking out*, *HFS* will begin abandonment procedures, which includes contacting *Roommates*, neighbors, the registrar and other UW departments to try to determine my whereabouts and intentions. Charges associated with abandonment include lock change and key replacement, moving, handling and storage of belongings, and cleaning or repair charges, in addition to any *Room* payment owed. *Room* charges may be prorated if *HFS* determines I am no longer a student at the UW.

XVII. Checkout

- A. When I Check out of my Room, I will follow proper Checkout procedures as described at hfs.uw.edu/9checkout.
- B. If I am Checking out prior to the end of the Agreement Period, I will follow Agreement Termination procedures stated in Section XVI.
- C. Prior to my Checkout, I will remove all of my personal belongings from my Room and Common Areas and follow the cleaning guidelines at <u>hfs.uw.edu/9checkout</u>. If I do not remove my personal belongings, HFS may pack and store and/or dispose of them at my expense. While HFS intends to make reasonable efforts to protect my belongings, I will not hold the University liable for any damage or loss.
- D. If I do not return my Room keys by the date I provided on my Agreement Termination notice or at the end of the Agreement Period, whichever comes first, I will be assessed other applicable charges for unreturned items and/or labor charges as shown in the incidental housing charges table at <u>hfs.uw.edu/charges</u>.
- E. If my keys are not returned, I may be assessed a lock change charge in order to secure my *Room*, plus an additional charge for each unreturned key. A list of incidental housing charges can be found at <u>hfs.uw.edu/charges</u>.
- F. When I Check out, I will leave my Room and Common Areas and all furnishings in good order and repair except for reasonable wear, and pay any repair, replacement and/or cleaning costs as determined by HFS.
- G. If I Check out and have a pending application or future assignment, HFS will continue to hold my Deposit, and I must immediately pay any housing account balance or additional charges assessed after I Check out.
- H. If I Check out and do not have a pending application or future assignment, any outstanding balance owed on my housing account will be deducted from my Deposit, and I will pay any remaining balance immediately.
- 1. If I Check out and do not have a pending application or future assignment, any applicable refund will be returned to me. If the refund is returned to HFS for any reason, the money will be held for one year by HFS before remittance to the Washington State Department of Revenue.
- J. It is my responsibility to keep my local address and permanent address current through MyUW at myuw.washington.edu.
- K. Any balance in my Dining Account will be forfeited at 12 noon on June 11, 2022.
- L. Any balance in my Husky Card Account will remain in my account when I Check out, and will be refunded to me upon written request from my University email account to huskycrd@uw.edu.

XVIII. Emergency Closures

- A. The University's inability to make a Room available to me for any reason beyond the University's control including, but not limited to, natural disaster, fire, flood, earthquake, condemnation, pandemic, quarantine, utility malfunction, infestation, or other emergency or force majeure event shall not constitute a breach of this Agreement by the University. In such circumstances, the University shall have no liability to me in any way for injuries, reimbursement, damages, inconvenience, annoyance or compensation of any kind. The University may attempt to find, but cannot guarantee, an alternative space for me. If the unavailability of my Room or an alternative space persists for more than 72 hours, I may terminate this Agreement and Check out during said unavailability without penalty provided that I shall be responsible for all financial obligations incurred up to the date of such termination. The University agrees to provide me with a pro rata refund, calculated from the date of such termination to the end of the Agreement Period, of any prepaid housing and dining payment made to the University, and to return my Deposit pursuant to this Agreement. Upon resumption of standard operations, Agreement Termination requirements and charges will apply as described in Section XVII.
- B. If the University closes all dining facilities for emergency reasons or due to the emergency closure of the University, HFS agrees to provide a pro rata refund of my Dining Account balance based on the number of days in which all dining facilities covered by the Dining Account were unavailable for one or more meal periods and the number of days in this Agreement excluding all days on which the dining facilities were scheduled for closure prior to the emergency.

XIX. Injury or Property Loss

- A. The University shall not have any responsibility or provide any compensation for any injury to me or any guest of mine, or for loss or damage to my property or that of any guest of mine, except to the extent caused by the University's negligence. I acknowledge that the University recommends that I carry appropriate insurance against such injury, loss or damage. I acknowledge that the University does not promise, warrant or guarantee the safety or security of me or any guest of mine, or of my personal property or the personal property of any guest of mine against the actions of other parties.
- B. Nothing in this Agreement shall be construed as being intended to protect any person or class of persons from injury or harm.
- C. If there is loss of or damage to my property or that of any guest of mine for any reason beyond the *University's* control including, but not limited to, natural disaster, fire, flood, earthquake, condemnation, pandemic, quarantine, utility malfunction, infestation, or other emergency or force majeure event, the *University* shall have no liability to me or any guest of mine for reimbursement, damages, inconvenience, annoyance or

compensation of any kind.

XX. Severability and Choice of Law

- A. The provisions of this Agreement are intended to be severable. If any term or condition is determined to be invalid for any reason, the remaining provisions of this Agreement shall continue to be valid and enforceable.
- B. This Agreement shall be governed in all respects by the laws of Washington State. The parties agree that any legal action related in any way to this Agreement shall be brought exclusively in King County, Seattle, Washington.

Appendix A: Community Standards

A. Conduct

- 1. I will respect the rights, privileges and property of other members of the University community and visitors to campus.
- 2. I will refrain from any conduct that would interfere with *University* operations or endanger the health, welfare or safety of other persons, myself or animals used by persons with disabilities.
- 3. I will refrain from any conduct that, in the University's sole judgment, would violate any city, county, state or federal laws. This conduct includes, but is not limited to, theft; robbery; possession of stolen property; damage to or unauthorized possession, use or removal of University property; gambling or wagering activities, directing lasers at any person or mode of transportation; and unauthorized use of any service (e.g., Husky Card, building access cards, authorization codes).
- 4. I am subject to the Student Conduct Code for the University of Washington, which may be found at washington.edu/cssc.
- 5. I will comply with the directions of University officials and their authorized agents acting in the performance of their duties.
- 6. I will not provide false information to or withhold material information from any *University* staff member or agent acting in the course of their duties.
- 7. I and my guests will present Husky Cards or other identification to authorized University staff upon request.
- 8. During posted Quiet Hours, I will refrain from making noise (e.g., loud talking, volume of electronic equipment) that can be heard beyond the boundaries of my *Room*, apartment, or any space I am visiting. Quiet Hours begin at 10 p.m. on the evenings before *University* classes are in session and at midnight on all other nights. Quiet Hours end each day at 10 a.m. Exceptions: Quiet Hours are in effect at all times in Hansee Hall. Quiet Hours are in effect 24 hours a day beginning the Wednesday before Finals Week of each quarter and extending through the end of Finals Week.
- 9. I will refrain from making excessive noise (e.g., loud talking, volume of electronic equipment) even outside the designated Quiet Hours and areas.
- 10. I will refrain from engaging in sports activities and/or using recreational equipment including, but not limited to, bicycles, skates, skateboards, drones, balls, Nerf guns and Frisbees within all *University Housing* buildings including, but not limited to, *Rooms, Common Areas*, lounges, terraces, decks, bathrooms, hallways, stairwells and dining areas.
- 11. I will not commit any act of dishonesty including, but not limited to, personal misrepresentation, knowingly furnishing false information to the *University*, forgery and the alteration or fraudulent use of documents including electronic documents or instruments of identification (e.g., misuse of electronic mail systems and computers including unauthorized/illegal access to *University*-owned Ethernet connections).
- 12. I will not use language or engage in other behavior that is threatening and that is directed toward any person, including myself.
- 13. I will not participate in any action or situation involving physical or mental abuse, harassment, bullying, cyber-bullying, intimidation, hazing, pranks and/or other conduct that recklessly or intentionally endangers or threatens the health, safety or welfare of any person or results in damage to *University* property.
- 14. I will not participate in conduct that violates the *University's* policies regarding sexual misconduct as defined in the Student Conduct Code for the University of Washington (Title 478-121 WAC).
- 15. I will not use my Roommate's possessions without their prior consent.

B. Substance Use

- 1. I will not possess, use, purchase or be under the influence of alcohol if I am less than 21 years of age.
- 2. I will not be visibly intoxicated even if I am of legal drinking age.
- 3. I will not knowingly be in the presence of alcohol if I am less than 21 years of age. Exception: If my assigned *Roommate* is 21 years of age or older, they may possess or consume alcohol in my *Room* or apartment in accordance with applicable policies.
- 4. I will not provide or serve alcohol to anyone less than 21 years of age, nor will I host or promote an event where alcohol is present and any guest who is less than 21 years of age is in attendance.
- 5. I will not possess alcohol containers if I am less than 21 years of age.
- 6. I will not possess or consume alcohol in public places including, but not limited to, lounges, *Common Areas* within clusters, study rooms, hallways, entryways, elevators, stairwells, balconies, terraces and decks. If the door of a *Room* is open, the *Room* is considered a public place.
- 7. I will not manufacture or sell alcohol either directly or indirectly.
- 8. I will not display advertisements of alcohol that are visible outside my Room.
- 9. I will not possess, share, sell or use kegs, beer bongs, beer balls or other common-source containers of alcohol, nor will I possess a large quantity of alcohol or alcohol containers intended for or used by a group rather than an individual.
- 10. I will not allow possession, consumption or storage of alcohol at any time in my Room or apartment if I am less than 21 years of age.

Exception: If my assigned *Roommate* is 21 years of age or older, they may possess or consume alcohol in my *Room* or apartment in accordance with applicable policies.

- 11. I will not use, possess, possess with intent to deliver, deliver, manufacture, purchase, sell, share, distribute, transport, or be under the influence of illegal drugs or controlled substances as defined in RCW Chapter 69.50 found at <u>https://apps.leg.wa.gov/RCW/</u> or United States Code Title 21 Section 802 found at <u>https://www.govregs.com/uscode/21/802</u> including, but not limited to, any quantity of marijuana. Possession of a medical marijuana license or prescription does not provide exemption from this policy.
- 12. I will not be knowingly in the presence of marijuana, illegal drugs or controlled substances.
- 13. I will not possess any drug paraphernalia.
- 14. I will not smoke or use electronic cigarettes or vaporizers or permit my guests to smoke or use electronic cigarettes or vaporizers in any *University* building or non-designated smoking area. Smoking on the *University* campus is permitted only in designated areas, which can be found at ehs.washington.edu/system/files/resources/smokingareas_seattle.jpg.

C. Guests

- 1. I understand that only I and my assigned Roommate may reside in my Room, apartment or cluster.
- 2. I understand that I may be held responsible for any violation of *University* policies, rules, regulations and other standards of conduct by my guests in *University Housing*.
- 3. I will meet my guests at the entrance of my building and accompany them at all times while in the building.
- 4. I will not allow my guests to stay overnight in my Room unless I obtain the prior consent of my Roommate. I will not pressure my Roommate to consent to my guests staying overnight.
- 5. I will not allow my guests to stay overnight more than three consecutive nights and no more than a total of seven nights during my Occupancy Period.
- 6. I will ensure that the presence of my guests will not restrict my *Roommate* from free access to our *Room* or any *Common Area*, or create a situation that would infringe on my *Roommate's* right to remain undisturbed.
- 7. I will not allow my guests to occupy my Room unless I am also present.
- 8. The University has the authority to require that any guest leave University Housing and may prohibit any guest from being on University premises. I will cooperate with any request by the University that my guests leave, and I agree not to allow anyone who I know to have been prohibited or excluded from University Housing premises by the University to be present in my Room or on University Housing premises.

D. Safety and Security

- 1. I will not provide building access to someone I do not know.
- 2. I will not lend or give my Room keys or my Husky Card to anyone nor will I use the Room key or Husky Card of another student.
- 3. I will not duplicate or misuse a University key or Husky Card.
- 4. I will not enter any residential *Room* areas within *University Housing* other than the one I am assigned to unless I am accompanied by a resident of that community.
- 5. I will not possess candles. (For ceremonial candle use, please contact your Community Manager.)
- 6. I will not burn incense or anything with an open flame or do anything to violate the Seattle Fire Code at <u>seattle.gov/fire/fmo/firecode/firecode.htm</u>.
- 7. I will not sleep or allow my guests to sleep in the lounges or other Common Areas.
- 8. I will not use, store or possess fireworks, ammunition, explosives, flammable liquids, propane, other compressed gases, spray paint or other hazardous materials.
- 9. I will not:
 - a. Possess, use, manufacture, transport, display, sell or distribute any firearms, electroshock weapons, air powered guns (e.g., BB guns, air soft guns, pellet guns, paint guns), or other weapons or replicas of any of the above-mentioned items.
 - b. Possess any knife having a blade longer than three inches that is not used for culinary purposes.
 - c. Possess any knife having a blade that projects or swings into position by force of a spring (e.g., switchblade).
 - d. Intentionally wield or brandish any item capable of producing bodily harm in a manner that intimidates another person or warrants fear for safety of another person.
- 10. I will not under any circumstance use outside of the intended purpose, hang anything on, or tamper with any safety device, sign or equipment including, but not limited to, fire pull stations, smoke detectors, heat detectors, sprinklers, sprinkler valves, sprinkler pipes, water pipes, fire extinguishers, alarm systems, asbestos materials stickers, or any areas labeled by an asbestos materials sticker. I will report safety equipment malfunctions to University staff immediately.
- 11. If I am responsible for fire alarm activation due to smoke from cooking, I may be charged for costs associated with the response by fire safety personnel.
- 12. I will not enter or exit through any window except as a health or safety emergency egress out of a building.
- 13. I will not throw, drop, propel or pour anything from windows, balconies, ledges, landings or stairwells.
- 14. I will not access roofs or climb on the sides of buildings or be on the outside ledges of buildings.

E. Pets

1. I will not allow or keep any pets or animals on the premises with the exception of fish.

F. Communication and Computing

- 1. I will read all correspondence and information sent by HFS to my University email account or mailbox, or posted on my Room door, and I will promptly respond if requested.
- 2. I will keep my local address and permanent address current through MyUW.
- 3. I will use *University* computer resources in accordance with all *University* policies and applicable laws including, but not limited to, the *University's* Guidelines for Appropriate Use of *University* Resources at <u>washington.edu/itconnect/work/appropriate-use</u>.

G. Facilities

- 1. I will not use or possess prohibited equipment or appliances as listed in the Resident Handbook at <u>hfs.uw.edu/Guides-and-</u> Handbooks/Resident-Handbook-Residence-Halls.aspx.
- 2. I will not cook in any lounge, lobby, television room or other public area except for designated kitchens and kitchenettes.
- 3. I will not leave cooking equipment unattended while in use.
- 4. I will not tamper with or interfere with the operation of security systems, locks or elevators, unlock doors designated to be locked or prop any door.
- 5. I will familiarize myself with and abide by emergency evacuation instructions and procedures including, but not limited to, evacuation drills.
- 6. I will keep my *Room* and shared areas clean, orderly and in good condition at all times, and will comply within 24 hours with any *University*-prescribed corrective action. I will be responsible for any charges that result from my failure to keep my *Room* or shared areas clean, orderly or in good condition.
- 7. I will not obstruct any walkway, hallway, stairwell, door or any part of the premises and grounds.
- 8. I will not put any decorative lighting, decoration, object or equipment in the hallways, stairways or exits.
- 9. I will not display or hang the following items on the exterior of *Room* doors: decorative lighting, large combustible items, items that hang from door frames, and items that cover over fifty percent of the door, the *Room* number or the peephole.
- 10. I may have artificial, nonmetallic trees and living potted trees and plants in my *Room*. I will not display trees or plants in any lounge or public area.
- 11. I may decorate only with miniature, low-heat producing electric lights that are Underwriter Laboratories, Inc. (UL) approved or with nonelectrical decorations. LED lights are recommended.
- 12. I will not allow light bulbs or lighted decorations to come in contact with combustible materials.
- 13. I will turn off all electrical decorations when my Room is unoccupied.
- 14. I will not place, store, display or hang any items on or outside windows, roofs, outside ledges, stairwells, landings, hallways or any other *Common Area.*
- 15. I will not vandalize, destroy, damage or tamper with or move from their designated locations materials posted by or the property of the *University*, of *University* contractors or vendors, or of other residents or their guests.
- 16. I will not operate, park or store motorcycles or motorized scooters inside any building, or on stairwells, patios, porches, walkways, terraces or decks.
- 17. I will not use my Room or any other University Housing facility for commercial purposes or financial profit.
- 18. I will not post any materials outside my Room except as allowed in the Residential Life Posting Policy at hfs.uw.edu/posting.
- 19. I will not solicit or distribute promotional materials except as allowed in the Residential Life Solicitation Policy at hfs.uw.edu/solicitation.
- 20. I will place garbage, recyclables and compostable items in specifically designated collection sites. I may be required to pay any applicable City of Seattle fines for disposing of recyclables in improper waste containers.
- 21. I will not install, alter or remove any fixtures, mechanisms, or locks in University Housing premises. This includes, but is not limited to, removing windows or screens, installing shelves or hooks, damaging walls, painting or paneling surfaces, removing doors, removing drapes or blinds, replacing light fixtures or tampering with the heating system. I will not paint or make any permanent changes to my Room or apartment.