2014-15 STUDENT HOUSING AGREEMENT

I. GENERAL PROVISIONS
A. This Student Housing Agreement ("Agreement") is entered into by and between the University of Washington Bothell ("University") and ________________________, an enrolled University of Washington Bothell student, (Student ID# ____________) ("Student"), for the use and occupancy by Student of a University assigned housing unit ("Unit") (single or shared, as specified above) in University of Washington Bothell Student Housing ("Student Housing") located at 18612 Beardssle Boulevard Bothell, Washington 98011 and 10735 Ross Road Bothell, Washington 98011, according to the terms specified below.
B. Student understands this Agreement is a legal and binding document between the Student and the University of Washington Bothell. The University grants a license to the student to reside in an assigned space. The relationship created by this Agreement between the University and the student is that of licensor and licensee, not that of landlord and tenant.
C. The term of occupancy ("Occupancy Term") under this Agreement shall commence on ________________ and expire at Noon on _________________. Student understands and agrees that Student is entering into this housing Agreement for this entire Occupancy Term (subject to Early Termination by the University as provided in Section XII). INITIAL ____________
D. Student agrees to be financially responsible for all payments as stated in this Agreement.
E. Student agrees to accept the Unit assigned to Student by the University and understands that the University provides no guarantees regarding any housing preferences that may have been expressed by Student. Student acknowledges that if Student is assigned to a shared Unit, Student will be sharing said Unit with a University-assigned roommate or roommates.
F. Student acknowledges that non UW Bothell students may be residing at Student Housing, but that non UW Bothell students (unless enrolled at the commencement of their Occupancy Term) will not be permitted to share Units with students.
G. Student may not transfer or assign this Agreement, or the right to occupy Student's assigned Unit, or any of the other rights hereinafter granted hereunder, to another person.

H. Student consents to the University releasing Student's name, email address, and telephone number(s) to Student's assigned roommate(s).
I. Student’s failure to comply with any term of this Agreement shall be grounds for the University to at its sole discretion declare Student in breach of this Agreement and require that Student Vacate Student Housing.
J. Student certifies that the information provided in Student's Housing Application is true, accurate, and complete. If the University determines that Student has provided untrue, inaccurate, or incomplete information, or has falsely claimed eligibility for Student Housing (see Section III below), University will have a basis to declare the Student in breach of this Agreement, require that Student Vacate Student Housing, and take disciplinary action.
K. Student agrees to all terms and conditions of this Agreement and acknowledges that the agreement is binding once Student signs and submits it to the Student Housing program.
L. Student shall pay a $500 deposit ("Deposit") at the time this Agreement is signed and submitted to the University, unless the University authorizes the deferral of the payment of the Deposit in writing based on pending financial aid. (Additional provisions regarding the Deposit are set forth in Section IX below.)
M. Student understands that their contact information will be entered into the University of Washington Emergency Alert System for security and emergency notifications by the Housing program and/or University.

II. DEFINITIONS
For purposes of this Agreement, the terms below have the following meanings:
A. Agreement: The 2014-15 Husky Housing Agreement that can be found at www.uwb.edu/housing
B. Unit: A single or shared assigned apartment space in Student Housing. Each Unit consists of one or two bedrooms, at least one bathroom, a kitchen, a living room, and a dining area.
C. Check-in: Check-in occurs when Student obtains keys to any Unit from the University, regardless of whether or not Student commences occupying the assigned Unit.
D. Common Areas: All parts of the Student Housing premises outside of the individual bedroom, including, but not limited to, hallways, mailbox area, community space, lounges, living rooms, kitchens, bathrooms, balconies, parking areas, grounds, and stairwells.
E. Constructive Possession: To be in Constructive Possession of a Unit means having possession of Unit keys, regardless of whether or not the student is physically occupying the space.
F. Move Out or Vacate: Refers to the termination of use or the relinquishment of possession of Student's Unit. This can occur by termination, breach of agreement or student withdrawal as defined in Section XII. This may include, but is not limited to, the removal of Student's personal belongings, returning all student housing assigned keys including Unit keys, exterior door key, and mail key, and returning a parking permit to the University's Student Housing Office or its designee.
G. Quiet Hours: Designated periods, as reflected in Appendix A, during which residents must refrain from making noise that can be heard beyond the boundaries of any Room, or residence hall or apartment space.
H. Student Housing: University of Washington Bothell housing for students at Student Housing, located at 18612 Beardslee Boulevard, Bothell, Washington 98011 and 10735 Ross Road, Bothell, Washington 98011.

I. Husky Card: A student identification card with many uses including the Husky Card Flex Dollar Plan.

III. ELIGIBILITY
A. Student represents and warrants that Student is eligible to reside in Student Housing because Student meets and will maintain for the Occupancy Term the following eligibility criteria:

1. Student currently is, or will be at the time of Check-in an enrolled student in good standing at the University;
2. Student currently is at least eighteen (18) years or age, or will become eighteen (18) years of age during the term of this Agreement;
3. Student has not previously been dismissed from any University Housing facility nor has the University ever terminated Student’s previous housing agreement, contract or lease, or filed an eviction or unlawful detainer action against Student for any University Housing facility.
4. Student has not been convicted or found guilty of, or adjudicated to have committed, a sex offense in any jurisdiction in the U.S. or any other country or territory resulting in Student being classified as a Level I or Level III sex offender pursuant to the laws of the State of Washington, or similarly classified pursuant to the laws of any other jurisdiction;
5. Student is not currently under active supervision or on probation by the Washington State Department of Corrections, or by another agency/department in Washington State or in any other jurisdiction as a result of having been convicted, found guilty of, or adjudicated to have committed any sex offense, including, but not limited to, those resulting in Student being classified as a Level I offender pursuant to the laws of the State of Washington, or similarly classified pursuant to the laws of any other jurisdiction.
6. Student has not been previously suspended or dismissed from the University of Washington (any branch) pursuant to the University Student Conduct Code (WAC 478-120).

B. Student understands and agrees that if Student has ever been classified as a Level I sex offender in Washington, or similarly classified by/in another jurisdiction, and is not currently under any kind of supervision, Student must disclose this to the University and the University will have the discretion to determine whether Student’s application to reside in the Student Housing Program should be accepted. Student agrees to provide the University any information it requests related to Student’s sex offense in order for the University to make this determination in the best interests of the University.

C. If at any time after Student has submitted this Agreement and Student’s housing application, Student becomes ineligible to reside in Student Housing under the eligibility criteria stated above, Student agrees to inform the University through the Student Housing Office of Student’s ineligibility within 24 hours of Student becoming ineligible, and vacate within 72 hours of Student becoming ineligible (see Section XI.B.); provided, however, that if, after submitting this Agreement and Student’s housing application, Student is convicted or found guilty of, or adjudicated to have committed a sex offense, or if Student is classified as a sex offender or placed under active supervision by any jurisdiction pursuant to a sex offense, Student will inform the University immediately and will Vacate within 24 hours unless the University grants the Student permission to remain living in the Student Housing Program. (See Section XI.B.)

D. Student shall keep Student’s mailing address current through Student’s MyUW account.

IV. OCCUPANCY TERMS and DATES
A. Occupancy dates for the 2014–15 year are listed below. If the Student is under agreement for consecutive occupancy terms, the Student will retain access to their Unit for the break periods between terms at no additional charge.

<table>
<thead>
<tr>
<th>Fall Quarter</th>
<th>Winter Quarter</th>
<th>Spring Quarter</th>
<th>Summer Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEP 20 – DEC 12</td>
<td>JAN 4 – MAR 20</td>
<td>MAR 29 – JUN 12</td>
<td>JUN 21 – AUG 22</td>
</tr>
</tbody>
</table>

B. In the event that the University approves an early arrival or late departure, a prorated fee will be charged for the additional days of occupancy and charged in accordance with the quarterly rates as defined in Section X.

V. COMMUNITY STANDARDS
A. As a condition of residing in Student Housing, Student agrees to act with proper regard and mutual respect for other students, guests, and University staff. While living at Student Housing, Student agrees to abide by the Student Housing Community Standards ("Community Standards"), which are attached hereto as Appendix A and incorporated as part of this Agreement by this reference, and which may be amended by the University during the term of this Agreement. Student also agrees to comply with the provisions of Appendices B through E, which may be amended by the University from time to time and which are attached to and incorporated as part of this Agreement by this reference.

B. Additionally, Student acknowledges that Student is subject to the University Student Conduct Code and that Student is responsible for the conduct of Student’s guests. Should a Student or a Student’s guest fail to comply with the Community Standards, the provisions set forth in Appendices B through E, and/or the Student Conduct Code, the University may declare Student to be in breach of this Agreement, thus requiring Student to vacate from Student Housing, and/or take disciplinary action against Student.

C. Student understands that student is subject to both the Residential Life Student Conduct Process and the University Student Conduct Code, which may be found at [http://depts.washington.edu/cssc/](http://depts.washington.edu/cssc/).

VI. CLEANING, ALTERATIONS, and DAMAGES
A. Student agrees to inspect the overall condition of Student’s assigned Unit and review and report concerns upon Check-in. Any damage not declared within 48 hours of move in will be presumed to be Student’s responsibility and may be charged to Student when Student vacates.
B. Student must immediately report missing, lost, or stolen keys to the Student Housing Office. If, after 48 hours, Student has not demonstrated to the Housing Office that Student has relocated the keys, any affected locks will be changed at my expense.
C. Student must immediately report missing, lost, or stolen Student Housing parking permit to the Student Housing Office. If, after 48 hours, Student has not demonstrated to the Housing Office that Student has relocated the permit, the student may be responsible to pay a permit reissuing charge.
D. Student shall not paint any portion of Student’s Unit; or use mounting material, such as adhesive, which will damage the walls when removed; or make any permanent changes to Student Housing premises.
E. Student will not make any repairs, alterations, or improvements to any part of the Student Housing premises. Requests for repairs (other than emergency repairs), alterations, or improvements must be submitted in writing using the University’s approved form (www.uwb.edu/housing/workorder).
F. When Student vacates, Student agrees to leave Bedroom, Common Areas in the Unit, and its contents, including, but not limited to furniture, in good order and repair except for reasonable wear, and pay any repair, replacement, and/or cleaning costs as determined by the Student Housing Program.
G. If Student, or any guest of Student, damages or causes the loss of any portion of the Student Housing premises or any property on Student Housing premises, either purposefully or through negligence, Student will be responsible for the cost of repair, replacement, and/or cleaning as determined by the University.
H. If any damage occurs in the shared areas of Student’s Unit and/or shared areas of Student’s bedroom, and the responsible person cannot be determined, any charges for repair, replacement and/or cleaning will be equally divided among Student and their roommates.

VII. UNIT ASSIGNMENTS, REASSIGNMENTS, AND CHANGES
A. Student understands that, while the University will consider roommate preferences in making Unit assignments, final decisions regarding Unit assignments and roommate assignments will be made by the University in its sole discretion. Student understands that if Student is assigned to a shared Unit and a space is available in Student’s Unit, Student may be assigned a roommate without prior notification.
B. University shall have the right to reassign Student to another equivalent (i.e., single or shared) Bedroom and/or Unit at any time for any reason, including, but not limited to, the need to facilitate operations, improvements, or repairs to Student Housing premises; to accommodate disabled students; for administrative convenience; to use available space more efficiently; or to further the best interests of the University and/or its community.
C. Student shall not switch to a different Bedroom within their unit or into a new Unit not assigned to Student by the University without written University approval to do so. Student may request a Bedroom or Unit change by submitting a written request to the Student Housing Office. The University will subsequently inform Student whether Student’s request has been approved or denied. Such decision shall be in the University’s sole discretion. If a Student’s change request is approved, Student may be charged $100, which Student agrees is a reasonable approximation of University’s administrative costs. See room swap form at www.uwb.edu/housing/docs.
D. In the event of a University-approved Bedroom and/or Unit change or reassignment, Student shall completely Vacate Student’s originally assigned Bedroom and/or Unit by the deadline given to Student by the University. If Student fails to do so, in addition to the $100, Student may be charged $50, which Student agrees is a reasonable approximation of University’s administrative costs. Student may also be charged the pro rata daily housing rate for both spaces until Student Vacates Student’s originally assigned Unit. If Student’s original Unit keys are not returned by the University designated deadline, Student may also be assessed a fee of $85.00 for room keys, $25.00 for mail keys, and/or up to $1000.00 for exterior building keys which Student agrees is a reasonable approximation of University’s expense.
E. If Student makes a Bedroom and/or Unit change without prior University approval, Student may be assessed $200, which Student agrees is a reasonable approximation of University’s administrative costs. Additionally, the University may require that Student move back to Student’s originally assigned Bedroom and/or Unit by a deadline or it may approve the room change. Student may be charged the pro rata daily housing rate for both spaces until either (1) the Unit change has been approved and Student has Vacated Student’s originally assigned Unit or (2) Student has moved back to Student’s originally assigned Unit and Vacated the unauthorized Unit. If Unit keys are not returned by appropriate deadlines, Student may also be assessed a fee of $85.00 for room keys, $25.00 for mail keys, and/or up to $1000.00 for exterior building keys which Student agrees is a reasonable approximation of University’s expense.

VIII. ENTRY AND INSPECTION
A. University staff and contractors have the right to enter Student’s Unit and/or bedroom during reasonable hours for inspections, to make repairs or alterations, or to conduct welfare, cleanliness and safety checks.
B. Except in emergencies or when it is impractical, the University will attempt to provide, as a courtesy, the Student with at least 48 hours’ notice of its intent to enter Student’s Unit and/or Bedroom and will enter only at reasonable times. However, if Student requests or if any roommate requests repairs and maintenance, Student will not receive any prior notice that University staff or designees will be entering Student’s Unit.
C. University staff and/or Campus Security may enter Common Areas unannounced to conduct health, safety or security checks, to enforce Community Standards and other policies, or to investigate possible criminal activity, and Student will have no expectation of privacy in Common Areas.
IX. INJURY/PROPERTY LOSS
A. University shall not have any responsibility, or provide any compensation, for any injury to Student or any guest, or for loss or damage to Student’s property or that of any guest, except to the extent caused by the University’s negligence. Student acknowledges that the University recommends that Student carry appropriate insurance against such injury, loss, or damage. Student acknowledges that the University does not promise, warrant, or guarantee the safety or security of Student or guests, or Student’s or guests’ personal property against the actions of other students or other third 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. Student agrees that if there is loss of or damage to Student’s property or that of any guest for any reason beyond the University’s control, including, but not limited to, natural disasters, acts of God, fire, earthquake, utility malfunctions, quarantines, or other emergency or force of nature event, the University shall have no liability to Student or guest for reimbursement, damages, inconvenience, annoyance, or compensation of any kind.

X. DEPOSIT AND PAYMENTS
A. The University will hold the Student’s $500 Deposit during the term of this Agreement. The Deposit will not be applied towards Student’s quarterly housing payments. A non-refundable readiness fee of $150 per student will be deducted from Student’s Deposit. Student agrees that any balance due from Student under this Agreement, including, but not limited to, the cost of repair or replacement of damaged or missing property and any extra cleaning charges attributable to Student, may also be deducted from Student’s Deposit. Student may be refunded the remainder of Student’s Deposit, if any. If the balance Student owes exceeds the amount of Student’s Deposit, Student agrees to pay such balance within 10 days of receipt of an invoice from the University.
B. Student agrees to pay the following amounts, on a quarterly basis by the payment deadlines specified in Paragraph IX.C. below, for the full Occupancy Term of this Agreement, for the Unit type to which Student is assigned:

<table>
<thead>
<tr>
<th>Apartment Arrangement</th>
<th>Occupancy Term</th>
<th>Housing Quarterly Rate</th>
<th>Total Quarterly Rate incl. $200 Flex Dollars</th>
<th>Total Cost for Occupancy Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared Bedroom within a Shared Apartment</td>
<td>Fall ‘14-Spring ’15</td>
<td>$2,745</td>
<td>$2,945</td>
<td>$8,835</td>
</tr>
<tr>
<td>Single Bedroom with a Shared Apartment</td>
<td>Fall ‘14-Spring ’15</td>
<td>$3,785</td>
<td>$3,985</td>
<td>$11,955</td>
</tr>
<tr>
<td>Shared Bedroom within a Shared Apartment</td>
<td>Summer ’15 + Interim</td>
<td>$2,745</td>
<td>$2,945</td>
<td>$2,945</td>
</tr>
<tr>
<td>Single Bedroom with a Shared Apartment</td>
<td>Summer ’15 + Interim</td>
<td>$3,785</td>
<td>$3,985</td>
<td>$3,985</td>
</tr>
<tr>
<td>Shared Bedroom within a Shared Apartment</td>
<td>Summer 2015</td>
<td>$1,830</td>
<td>$2,030</td>
<td>$2,030</td>
</tr>
<tr>
<td>Single Bedroom with a Shared Apartment</td>
<td>Summer 2015</td>
<td>$2,523</td>
<td>$2,723</td>
<td>$2,723</td>
</tr>
</tbody>
</table>

Housing rates stated above include the use and occupancy of Student’s assigned Unit, and the following utilities: electricity, gas, water and sewer services, recycling and trash removal, onsite housing parking, basic cable, and internet. Local telephone service is not included. A temporary failure in utility service is not a breach of this agreement.

C. Quarterly student housing charges are reflected on Students MyUW Account.
   1. Student agrees to make each quarterly student housing payment by 5:00 p.m. by the following due dates:

<table>
<thead>
<tr>
<th></th>
<th>Fall Quarter</th>
<th>Winter Quarter</th>
<th>Spring Quarter</th>
<th>Summer Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Date</td>
<td>October 10, 2014</td>
<td>January 23, 2015</td>
<td>April 17, 2015</td>
<td>July 10, 2015</td>
</tr>
</tbody>
</table>

D. Payments shall be made by one of the following methods:
   1. By credit card or Husky card online via MyUW (for Student) or via the Tuition/Fees Payment by Credit Card webpage (for parent/guardian)
   2. By check mailed to University of Washington Bothell Cashier’s Office, Box 358544, 18115 Campus Way NE, Bothell, WA 98011; or
   3. In person by cash or check at the Cashier’s Office.
E. If Student’s quarterly payment is not received by date due, the University may terminate this Agreement, reassign Student’s Unit to someone else, and retain Student’s $500 Deposit, which Student agrees is a reasonable approximation of University’s administrative costs.
F. If Student is assigned a Unit after the quarterly payment due dates specified in Section IX.C. above, Student must pay the University determined pro-rata amount prior to Check-in.
G. Student agrees to pay any late payment charges based on the amount of Student’s outstanding balance if Student’s account is not paid in full by each quarterly due date. For past due balances of $250 and above, Student may be assessed a late payment charge along with addition fees and costs as outlined in Paragraph K below.
H. Student is responsible for payment of the full amount due based on the commencement date of the Student’s Occupancy Term, even if Student Checks-in after the start of the Occupancy Term.

I. If Student has any questions about Student’s payments or Student’s account, Student will contact the Student Housing Office (425.352.3839) before Student’s account becomes delinquent.

J. The payment rates specified in this Agreement are established by the University of Washington’s Board of Regents, and Student understands that they are subject to prospective change with a 30-day notice, provided that, in the event of an rate increase, Student shall have the right to terminate this Agreement without penalty, provided that Student shall be responsible for all financial obligations incurred under this Agreement up to the date of Move-out following such termination.

K. If Student fails to make payments as required by this Agreement, the University may declare Student in breach of and/or terminate this Agreement, require that Student Vacate Student Housing, and/or take further action against Student, including, but not limited to, denying future application for student housing, placing a hold on registration for classes or the conferring of a degree, assessing collection agency and/or legal fees, and obtaining a legal judgment against Student for unpaid housing costs, late payment fees, attorney’s fees, court costs, and collection agency fees. Student agrees to pay all costs and fees of collecting any unpaid amount. This includes a fee which may be based on a percentage at a maximum of 40% of the debt as authorized by RCW 19.16.500, and all costs and expenses, including reasonable attorney’s fees, incurred in such collection efforts. Student authorizes the University, the Department and their respective agents and contractors to contact me regarding my unpaid charges, loan request or my loan(s), including repayment of my loan(s), at the current or any future number that I provide, including my cellular phone or other wireless device using automated telephone dialing equipment or artificial or pre-recorded voice or text messages.

XII. WITHDRAWAL OF APPLICATION AND AGREEMENT PRIOR TO CHECKING-IN;
CHECK-IN DATES

A. Prior to Check-in, if Student wishes to withdraw Student’s application and this Agreement for any reason, including due to a change in Student’s status at the University, Student must notify the Student Housing Office in writing. If Student withdraws Student’s application and this Agreement under this paragraph, Student’s $500 Deposit, which Student agrees is a reasonable approximation of the University’s administrative costs, may be retained by the University.

B. If Student is assigned a Unit before or at the start of an academic quarter, Student must Check-in no later than 12 noon on the second day of the academic quarter following Student’s assignment, unless otherwise specified by the University. If Student fails to do so, the University may consider Student’s application withdrawn and terminate this Agreement.

C. If Student is assigned a Unit after the start of an academic quarter and fails to Check-in to Student’s Unit by the Check-in date designated by the University, the University may consider Student’s application withdrawn and terminate this Agreement.

D. In the event University elects to terminate this Agreement under Paragraph A, B or C of this Section, Student’s $500 Deposit, which Student agrees is a reasonable approximation of the University’s administrative costs, may be retained by the University and Student shall be responsible for Student’s financial obligations to the University under this Agreement. Any request for an exception of the Check-in requirement under Paragraphs A, B or C of this Section must be submitted in writing to the Student Housing Office.

XIII. TERMINATION, BREACH OF AGREEMENT and STUDENT WITHDRAWAL

A. The University may at its sole discretion declare Student in breach of and/or terminate this Agreement and require that Student immediately Vacate the Student Housing premises, if Student fails to abide by or fulfill any term of this Agreement, including, but not limited to, by violating the Community Standards, by failing to meet the eligibility criteria (see Section III), or by violating the Student Conduct Code. In the event of such declaration of breach or termination, the University may retain Student’s Deposit, which Student agrees is a reasonable approximation of University’s administrative costs, and Student shall be responsible to the University for the prorated balance (as determined by the University) owed for all days of Student’s occupancy or Constructive Possession until Student Moves out, plus the prorated housing rate through the earlier of: (1) the end of the Occupancy Term or (2) the date by which another student moves into an equivalent priced unit type within UW Bothell Student Housing, thereby replacing the housing payment owed by Student. Student agrees that in the event of such termination, University also may retain Student’s $500 Deposit, which Student agrees is a reasonable approximation of University’s administrative costs.

B. Student agrees that the University’s inability to make Student’s Unit or any other part of the Student Housing premises available to Student for any reason beyond the University’s control, including, but not limited to, fire, flood, earthquake, condemnation, quarantine, utility malfunction, or other emergency or force majeure event, shall not constitute a breach of this Agreement by University. Student agrees that in such circumstances, the University shall have no liability to Student for injuries, reimbursement, damages, inconvenience, annoyance, or compensation of any kind. The University may attempt to find, but cannot guarantee, alternate space for Student. If the unavailability of or access to Student’s Unit or to an alternate space persists for more than 72 hours, Student may terminate this Agreement without penalty, provided that Student shall be responsible for all financial obligations incurred up to the date of date of such termination. The University agrees to provide Student with a pro rata refund, calculated from the date of such termination to the end of the Occupancy Term, of any prepaid housing payment made to the University, if
any, and to return Student’s Deposit minus any damage, replacement, cleaning, or other charges assessed by University pursuant to this Agreement.

C. Student who has not been declared by the University to be in breach of this Agreement (or subject to a proceeding that could result in a determination that Student is in breach) may request an early termination of this Agreement by providing the University, through its Student Housing Office, with at least twenty (20) days written notice prior to the date Student intends to Vacate the Student Housing premises. Student shall be responsible for the prorated housing rate and other applicable charges (as determined by the University) through the earlier of (1) the end of the Occupancy Term or (2) the date by which another student moves into an equivalent priced unit type within UW Bothell Student Housing, thereby replacing the housing payment owed by Student. Student agrees that in the event of such termination, University also may retain Student’s $500 Deposit, which Student agrees is a reasonable approximation of University’s administrative costs.

D. Student may request an early termination of this Agreement if Student is being deployed or assigned for service in the armed forces, including the National Guard and armed forces reserves. To request such an early termination, Student shall provide the University, through the Student Housing Office, with at least twenty (20) days written notice prior to the date Student intends to Vacate the Student Housing premises and with documentation or proof of Student’s military service. Student shall be responsible for the prorated housing rate and other applicable charges (as determined by the University) through the twentieth (20th) day following Student’s notice of early termination.

E. This Agreement shall automatically terminate upon Student’s graduation from the University and Student shall Vacate within 72 hours of graduating, unless otherwise authorized by the University.

F. Student acknowledges that the University leases some Student Housing premises, e.g. Campus View Apartments, and agrees that this Agreement is subject to the underlying lease, and that should the University lose the use of all or part of the leased premise, in which Student resides under this Agreement, the University may terminate this Agreement; in whole or in part, and require Student to Vacate. In the event of such termination, Student shall be entitled to a pro rata refund, calculated from the date of such termination to the end of the Occupancy Period, of any prepaid housing payment made to the University and the return of Student’s Deposit minus any damage, replacement, or cleaning charges assessed by University.

XIV. MOVE OUT

A. Student agrees to comply with all University Moving Out Procedures, which can be found at www.uwb.edu/housing, and as may be amended by the University from time to time, and which include, but are not limited to, following the cleaning guidelines; removing all personal belongings; promptly vacating upon the termination or expiration of this Agreement; and timely turning in Unit keys.

B. If Student does not follow the cleaning guidelines, Student may be subject to additional cleaning charges, in addition to the standard cleaning fee referenced in Section IX.A. above.

C. If Student fails to schedule an apartment inspection with a Resident Advisor 24-hours prior to their Move Out, Student may be charged $50.00, which Student agrees is a reasonable approximation of University’s administrative costs.

D. If Student fails to remove all personal belongings from the Unit at the time of their Move Out, Student may be charged $100.00, which Student agrees is a reasonable approximation of University’s administrative costs.

E. If Student fails to remove all of Student’s personal belongings upon Move Out, the University may consider such belongings abandoned, and it may either sell or dispose of them, or pack and store them at Student’s expense. Student acknowledges and agrees that the University shall have no liability for any damage or loss of Student’s belongings during packing and storage.

F. If Student fails to complete their scheduled Move Out by the deadline, Student may be charged $25.00 every 15 minutes, not to exceed $250.00, which Student agrees is a reasonable approximation of University’s administrative costs.

G. If Student fails to turn in Student’s Unit key(s) by Student’s Move Out date, Student may be charged a prorated housing rate of Student’s Unit until Student turns the keys in or the lock(s) is/are changed. In the event that locks are changed, Student may also be assessed a fee of $65.00 for room keys, $25.00 for mail keys, and/or up to $1000.00 for exterior building keys which Student agrees is a reasonable approximation of University’s expense.

H. Student shall be responsible for the cost of repairing any damage to Student’s Unit or its fixtures and furnishings and any damage to any portion of the Common Areas, which is caused by negligence or misuse on the part of Student or any guest of Student.

I. Student agrees that any amounts due from Student under this Agreement upon Vacating will be deducted from Student’s Deposit. Any amount remaining, if any, will be returned to Student. If Student’s balance exceeds the amount of Student’s Deposit, Student will be responsible for paying the additional amount.

J. If Student’s housing account is not paid in full by the time Student Vacates or Moves out, Student understands and agrees that he or she may not be able to register at the University of Washington (all campuses), transfer credits, or graduate until Student’s outstanding balance has been paid. Should the University need to contract with a collection agency and/or pursue legal action against Student to recover any balance due, Student acknowledges and agrees that Student will be responsible for all costs, including, but not limited to, collection agency fees, attorney’s fees, filing fees, and court costs.

K. After Student Vacates, if the University determines that there has been an overpayment or part of Student’s Deposit should be returned, the University shall send any such refund by mail to Student’s permanent address recorded on their MyUW account file. If Student’s address is not correct and the refund is returned to the University, it shall hold the refund for one year before remitting the refund to the Washington State Department of Revenue. Student acknowledges that it is Student’s responsibility to keep University informed of Student’s mailing address either through Student’s MyUW account after Student graduates or is no longer enrolled. If only an international address is provided, the University will deduct a flat rate of $20.00 from the refund amount which the student agrees is a reasonable approximation of University’s postage and administrative costs.

XV. 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 the State of Washington. The parties agree that any legal action related in any way to this Agreement shall be brought exclusively in King County, Seattle, Washington.

XVI. WAIVER
Any waiver by the University of any default or breach, including the decision of the University to not declare a student in breach of this agreement, shall not be deemed a waiver of any subsequent default or breach. Any waiver on the part of the University shall not be construed to be a modification of the terms of this agreement unless expressly stated to be such in writing and signed by the University.

XVII. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. No amendment shall be valid unless it is in writing and signed by the parties.

XVII. APPROVAL AND SIGNATURE

Student’s Signature (if over the age of 18)
By signing below, Student is certifying and agreeing to the following: Student has read, understands, and consents to this Agreement and Student is over the age of 18. This Agreement expresses the complete understanding of the parties and Student consents to its terms and conditions.

Name: ____________________________ Date: __________________

Signature: ___________________________________________________________________

Student’s Signature (if under the age of 18)
By signing below, Student is certifying and agreeing to the following: Student has read, understands, and consents to this Agreement. Student has asked Student’s parent/guardian to sign this Agreement below and Student hereby consents to the University of Washington releasing Student’s records related to Student’s occupancy and use of Student Housing, as well as information from those records, to Student’s parent/guardian who has signed below, for the purpose of Student’s parent/guardian fulfilling Student’s obligations pursuant to this Agreement.

Name: ____________________________ Date: __________________

Signature: ___________________________________________________________________

Parent/Guardian Consent (if student is under the age of 18)
By signing below, I am certifying and agreeing to the following: I am the parent or guardian of (print student name) __________________________, UW Bothell student number ____________, who is under the age of eighteen (18), but who will turn eighteen years of age before the expiration of the agreement, and who meets the eligibility criteria for living in Student Housing. I have read and understand the terms and conditions of this Agreement. As the parent/guardian of the above-named student, I have the legal right to consent to and I do consent to the terms and conditions of this Agreement. I also agree to guarantee and pay for all applicable charges, fees, and debt, as well as perform any and all terms and conditions of this Agreement, should the above-named student fail to abide by or perform the terms and conditions of this Agreement:

Parent/Guardian Name: ____________________________ Date: __________________

Address: __________________________________________________________________

Telephone Number: __________________________________________________________________

Signature: ___________________________________________________________________
APPENDIX A

UNIVERSITY OF WASHINGTON BOTHELL’S HOUSING COMMUNITY STANDARDS

A. General Conduct

1. I will respect the rights, privileges, and property of the University community, visitors to campus and animals used by persons with disabilities.
2. I will refrain from any conduct that would interfere with University operations or endanger the health, welfare, or safety of other persons or myself.
3. I will refrain from any conduct that would constitute a violation of any city, state, or federal laws. This conduct includes, but is not limited to, malicious mischief, theft, robbery, the possession of stolen property, and damage, unauthorized possession, use, or removal of University property.
4. I will comply with the directions of University officials and their authorized agents acting in the performance of their duties.
5. I will not furnish false information to or withhold material information from any University staff member acting in the course of their duties.
6. I will present my student identification card to authorized University staff upon request.
7. During Quiet Hours, I will refrain from making noise that can be heard beyond the boundaries of my Unit or any other space at student housing. This includes, but is not limited to, talking too loudly and playing TVs, radios, stereos, alarms, or computers at high volume. Quiet hours are from 10:00 p.m. to 8:00 a.m. Noise should be kept to a minimum, including washer, dryer, and vacuums. 24-hour quiet hours begin at 6:00 PM the Wednesday before Finals Week and is in effect until 6:00 PM, Friday of finals week.
8. I will refrain from making excessive noise even outside the designated Quiet Hours.
9. I will refrain from the use of sports equipment, including, but not limited to, bicycles, skates, skateboards, balls, and Frisbees on Student Housing premises.
10. I will not participate in or promote gambling or any other wagering activities.
11. I will not commit any act of dishonesty including 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).
12. I will not use language or engage in other behavior that is abusive or threatening and directed towards University staff, other students, or guests.
13. I will not participate in any action or situation involving physical or mental abuse, harassment, intimidation, hazing, pranks 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. This includes, but is not limited to, aiming lasers at others, fighting, and engaging in sports activities on Student Housing premises.
14. I will not participate in conduct that would constitute a sexual offense, sexual harassment, relationship violence, stalking, unwanted advances, indecent exposure, or any other incident of a sexual nature that would create a hostile environment, subjective to the person(s) affected.

B. Substance Use

1. I will not possess, use, or purchase alcohol if I am less than 21 years of age.
2. I will not be intoxicated.
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 or older, he/she may possess or consume alcohol in my Unit in accordance with applicable policies.
4. I will not allow possession, consumption or storage of alcohol at any time in my Unit if I am less than 21 years of age. Exception: If my assigned Roommate is 21 or older, he/she may possess or consume alcohol in my Unit in accordance with the applicable policies.
5. I will not provide alcohol to anyone less than 21 years of age, nor will I host or promote an event where alcohol is present and guest(s) include students or other persons who are less than 21 years of age.

6. I will not possess alcohol containers if I am less than 21 years of age.

7. I will not possess or consume alcohol in public areas including but not limited to, the Community Center, lounges, hallways, entryways, elevators, stairwells and balconies.

8. I will not manufacture or sell alcohol, either directly or indirectly.

9. I will not display advertisements of alcohol on printed materials, flyers, or posters that are visible outside my Unit.

10. 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.

11. I will not use, possess, possess with intent to deliver, deliver, manufacture, purchase, sell, share, transport, distribute, be under the influence of, or knowingly be in the presence of illegal drugs, controlled substances, or any drug paraphernalia. Note: Possession of a medical marijuana license or prescription does not provide exemption from this policy.

12. I will not smoke or permit any guest of mine to smoke in any University building or non-designated smoking area. Smoking on the University property is permitted only in designated areas. Electronic cigarettes may not be used inside any Student Housing Program facility.

C. Guests

1. I will not allow anyone else to reside in my Unit, except for my assigned roommate(s).

2. I will ensure that any guest of mine abides by University policies, rules, regulations and standards of conduct, including the Community Standards, while present at Student Housing, and I will be held responsible for any violations of any guest of mine.

3. The University has the discretion 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 guest 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 Unit or on Student Housing premises.

4. I will meet any guest of mine, who is not a resident of Student Housing at the entrance of my Unit and accompany them at all times while on the premises.

5. I will not allow any guest of mine to stay overnight in my Unit unless I obtain the prior consent of my roommate. I will not pressure my roommate to consent to any guest of mine staying overnight.

6. I will not allow any guest of mine to stay overnight for more than three consecutive nights and no more than a total of seven overnight stays during my occupancy pursuant to this Agreement.

7. I will ensure that the presence of any guest of mine will not restrict my roommate from free access to all shared areas in our Unit or create a situation that would infringe on my roommate’s right to remain undisturbed.

8. I will ensure that my guests will provide identification when requested by University staff.

9. I will not allow my guest to occupy my Unit unless I am also present.

D. Safety and Security

1. I will never provide access to Student Housing to someone I do not know.

2. I will not prop open any exterior building doors for any reason.

3. I will not burn candles, coals, incense, or anything with an open flame, or do anything else that is a fire risk or is a violation of the local fire code.

4. I will not use, store, or possess flammable, explosive, toxic, hazardous, or any other inherently dangerous materials, including, but not limited to, candles, tires or rims, gasoline, other fuels, fireworks, ammunition, explosives, flammable liquids, propane, other compressed gases, or spray paint, in any Unit.

5. I will not:
   a. Possess, store, use, manufacture, transport, display, sell, or distribute any firearms, air powered guns (e.g. BB guns, pellet guns and paint guns), or other weapons or replicas of any of the above-mentioned items.

9
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 (i.e., switch blade).

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.

6. I will not sleep or allow any guest of mine to sleep in the Community Center or any lounge spaces.

7. I will not, under any circumstances, tamper with or remove any safety equipment, including, but not limited to, fire pull stations, smoke or heat detectors/alarms, sprinklers, sprinkler valves and pipes, fire extinguishers or any alarm system. I will report equipment malfunctions to University staff immediately in writing. With regard to the smoke alarm, I will maintain it in proper condition, including informing University staff when batteries need replacing.

8. I am responsible for fire alarm activation due to smoke from cooking, I may be charged for costs associated with response by fire safety personnel.

9. I will not enter or exit through any window except as an emergency egress out of the building.

10. I will not throw, drop, propel, or pour anything from windows, balconies, patios, landings or stairwells.

11. I will not access roofs or climb on the sides of buildings.

12. I will not tamper with, destroy, or use any fireplaces for any purpose, including, but not limited to, lighting a fire, displaying items, using it as an incinerator, and storage.

E. Animals

1. I will not have or house any animals of any kind on the premises of Student Housing with the exception of non-flesh eating fish housed in an aquarium which cannot exceed the size of a five gallon tank.

F. Communication and Computing

1. I will read all correspondence and information sent to my mailbox and to my University email account.

2. I agree to update and keep my local and permanent mailing address current through my MyUW account.

3. I will abide by the University’s rules and policies as well as applicable federal, state, and city laws pertaining to the use of University resources, including, but not limited to, computing and networking resources or services.

G. Facilities

1. I will not use or possess prohibited equipment or appliances, which include, but are not limited, to halogen lamps, space heaters, air conditioners, open-flame, multiple appliances that exceed the usage limits of your assigned Unit, Floor Lamps, and waterbeds.

2. I will not leave an appliance unattended while in use.

3. I will not lend or give my Unit key(s) to anyone, except for authorized University staff.

4. I will not put my own or change locks or alarms on any doors.

5. I will keep the door to my assigned Unit as well as the doors leading to each floor locked at all times.

6. I will not duplicate or misuse a Unit key.

7. I will not interfere with security systems, tamper with locks, unlock doors designated to be locked, or prop doors open.

8. I will be familiar with and abide by emergency evacuation instructions and procedures including, but not limited to, evacuation drills.

9. I will keep my Unit and shared areas clean, orderly, sanitary, and in good condition at all times. This includes, but is not limited to keeping my Unit free from accumulations of debris, filth, rubbish, and garbage and disposing of the same at reasonable and regular intervals. I will not restrict my roommate from free access to all shared areas in our Unit or create a situation that would infringe on my roommate’s right to remain undisturbed including but not limited to, sleeping in the common spaces.

10. I will comply with any University prescribed corrective action within 24 hours of the University informing me that my Unit has fallen below acceptable health and safety standards.

11. I will not obstruct any walkway, hallway, stairwell, door or any part of the surrounding premises and grounds.
12. I will not put any decorative lighting, decoration, object, or equipment in the Common Areas, and I will not interfere with any safety device.

13. I will only use small nails and regular hangers when hanging pictures, mirrors etc. Adhesive hangers or material shall not be used, as they damage wallboard. Installation of TV’s or speakers onto walls is prohibited. Resident will be held financially responsible for damage caused to walls due to hanging of items on walls.

14. I will not display or hang any objects or materials outside of any window.

15. I will not display or hang the following items on the exterior of Unit doors: decorative lighting, combustible decorations, decorations that hang from door frames, and decorations that cover over fifty percent of the door.

16. I may have artificial, nonmetallic trees, and small living potted plants in my Unit. I will not display trees or plants in any Common Area.

17. I will not hang any towels, clothing, brooms, mops rugs, etc., on my balcony, patio, or in the front of my apartment. Patios and balconies are to be kept neat and orderly at all times. Plants and patio furniture are acceptable items at Campus View. All barbeques and cooking on unit patios or balconies are prohibited.

18. I will not put tin foil, sheets, blankets or any type of coverings over windows to darken rooms.

19. I will use only decorative lighting that is Underwriter Laboratories, Inc. (UL) approved and in good condition (for safety and reduced energy consumption). LED lights are recommended.

20. I may decorate trees only with miniature, low heat-producing electric lights or with nonelectrical, non-candle decorations.

21. I will not allow light bulbs or lighted decorations to come in contact with combustible materials.

22. I will turn off all electrical decorations when my Unit is unoccupied.

23. I will not store, place, or exhibit any items or personal belongings on the roofs or in Common Areas, including, by not limited to, the Community Space, parking stalls, and student housing grounds.

24. I will not tamper with or move from their designated locations any Student Housing furnishings or other Student Housing property.

25. I will not paint or make alterations of any kind to the Unit or the buildings.

26. I will not intentionally or negligently destroy, deface, damage, impair, tamper with, or remove any part of the property in my Unit, any Student Housing building or on the premises, including, but not limited to, property belonging to the University, vendors, or other students; facilities, equipment, furniture, furnishings, and appliances; and the internal or external walls/surfaces of the Student Housing building.

27. I will not bring a motorized vehicle into any Unit or in/under the stairwells.

28. I will not use my Unit or Student Housing premises for commercial purposes.

29. No installations of satellite dishes.

30. I will properly use and operate all electrical, heating, and plumbing facilities, fixtures, appliances, and furnishings and will notify the University promptly of the need for any repairs.

31. I will not enter into any retention pond or its perimeter, located on UW Bothell property, or tamper with any such retention pond or its perimeter in any way.

32. I will not solicit or distribute promotional materials except as allowed by the Residential Life Solicitation Policy.

H. Parking & Permits

1. I will adhere and abide by the parking rules and regulations set forth in the Washington Administrative Code.

2. I understand that I must comply with all guidelines and rules related to the student housing parking policies which can be found at www.uwb.edu/housing/docs.

3. I understand that motorized vehicles, bicycles, roller blades, and scooters are not permitted to be ridden or parked in non-designated areas including but not limited to: hallways, sidewalks, stairwells, fire zones, community center deck.
4. I understand that resident parking is available on a first come, first served basis to student residents living in Student Housing. I understand that I must have a student housing parking permit displayed at all times in my vehicle if parked in the housing lots. I understand that I may not block or reserve parking spaces.

5. I understand that all boats, and other floatation craft and RVs are prohibited in the parking lots.

6. Vehicles with flat or no tire(s), broken windows, and/or other significant damage and/or makes the vehicle inoperable are prohibited and may be towed at Student’s expense.

7. The parking lots may not be used for storage.

8. Vehicle repairs shall not be permitted on Student Housing premises.

9. Vehicles may not be washed on Student Housing premises.

**Additional Comments**  The University reserves the right to add to or otherwise amend these Community Policies as circumstances arise.
APPENDIX B
ORGANIC GROWTH MATTER, MOLD AND MILDEW

Student acknowledges that it is necessary for Student to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Student agrees to clean Student’s assigned Unit on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Student agrees not to block or cover any of the heating or ventilation ducts in the Unit. Student also agrees to immediately report to the University resident advisory or residence director (1) any evidence of excessive moisture in the Unit, common areas, or anywhere else on the Student Housing premises; (2) any evidence of mold or mildew growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating or ventilation system in the Unit; and (4) any inoperable doors or windows. Student further agrees that Student shall be responsible for damage to the Unit and Student’s property as well as personal injury to Student or Student’s guests resulting from Student’s failure to comply with this Appendix.

Student acknowledges receiving a copy of this tip sheet for the prevention of mold growth in the Unit and acknowledges that Student can help minimize mold growth in the Unit by taking the following actions:

1. Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan in the Unit to circulate fresh air throughout the Unit.
2. In damp or rainy weather conditions, keep windows and doors closed.
3. If possible, maintain a temperature between 50-80 degrees Fahrenheit within your Unit at all times.
4. Clean and dust your Unit on a regular basis. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
5. Clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows, and patio doors using a common household disinfecting cleaner.
6. On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows, windowsills, bathroom sinks, toilets, and shower enclosures.
7. Use the exhaust fans in your kitchen when cooking or while the dishwasher is running. Allow the fan to run until all excess moisture is vented from the room.
8. Use the exhaust fans in your kitchen when cooking or while the dishwasher is running. Allow the fan to run until all excess moisture has vented from the kitchen.
9. Use care when watering house plants. If spills occur, wipe up the excess immediately.
10. To ensure that the clothes dryer vent is operating properly, clean the lint filter after every use.
11. When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer area.
12. Thoroughly clean and dry any spills on the carpeting.
13. Do not overfill closets or storage areas. Ventilation is important in these spaces.
14. Do not allow damp or moist stacks of clothing or other cloth materials to lie in piles for an extended period of time.
15. Immediately report any evidence of a water leak or excessive moisture in your Unit, or any Common Area.
16. Immediately report University staff any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also, report any area of mold that reappears despite regular cleaning.
17. Immediately report University staff any failure or malfunction with heating or ventilation in your Unit.
18. Immediately report University staff any inoperable windows or doors.
19. Immediately report University staff any musty odors that you notice in your Unit.