

University of Washington Bothell

Student Housing Policies

(Excerpted from the Student Housing Agreement)

DEFINITIONS

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

- A. **Unit:** A single or shared assigned apartment space in Campus View, which consists of one bedroom, bathroom, kitchen, living room, and dining area.
- B. **Check-in:** Check-in occurs when Student Obtains Unit keys from the University, regardless of whether or not Student commences occupying the assigned Unit.
- C. **Common Areas:** All parts of the Campus View Premises outside of the individual housing Units, including, but not limited to, the floor hallways, mailbox area, laundry room, parking area, grounds, and stairwells.
- D. **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.
- E. **Inspection Report:** The University form describing the condition of Student's assigned Unit.
- F. **Move Out or Vacate:** Refers to the of termination of use and relinquishment of possession by Student of Student's Unit, the removal of Student's personal belongings, and return of Unit keys to the University's Office of Finance and Administration or its designee.
- G. **Quiet Hours:** 10 p.m. to 8 a.m. each day, except at the end of each quarter starting with the Wednesday before finals week through the end of finals week, Quiet Hours are 24 hours a day.

ELIGIBILITY

- A. Student represents and warrants that he/she is eligible to reside in Campus View 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 to Campus View, a registered student in good standing at the University;
 - 2. Student currently is, or will, during the term of this Agreement become, eighteen(18) years of age;
 - 3. 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 II 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;
 - 4. 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.

- 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 Campus View 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. Student shall keep his or her address current through Student's *MyUW* account.
- D. If at any time after Student has submitted this Agreement and Student's housing application, Student becomes ineligible under the eligibility criteria stated above, to reside in Campus View, Student agrees to inform the University through the Office of Finance and Administration 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 at Campus View. (See Section XI.B.)

COMMUNITY STANDARDS

- A. As a condition of residing in Campus View, Student agrees to act with proper regard and mutual respect for other students, guests, and University staff. While living at Campus View, Student agrees to abide by the University's 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 his/her 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 Campus View, and/or take disciplinary action against Student.

ALTERATIONS AND DAMAGE

- A. Student agrees to review the Inspection Report upon Check-in. Any damage not declared on the Inspection Report will be presumed to be Student's responsibility and may be charged to Student when Student Vacates.
- B. Student shall not paint any portion of his or her Unit; or use mounting material, such as adhesive, which will damage the walls when removed; or make any permanent changes to Campus View premises.
- C. Student will not make any repairs, alterations, or improvements to any part of the Campus View premises. Requests for repairs (other than emergency repairs), alterations, or improvements must be submitted in writing to University

staff.

- D. When Student Vacates, Student agrees to leave Student's Unit, its contents, and the Common Areas in good order and repair, except for reasonable wear.
- E. If Student or any guest of Student damages or causes the loss of any portion of the Campus View premises or any property on Campus View premises, either purposefully or through negligence, Student will be responsible for the cost of repair, replacement, and/or cleaning as determined by the University.
- F. If any damage or occurs in the shared areas of Student's Unit, and the responsible person cannot be determined, Student's roommate and Student will be jointly responsible for any charges for repair, replacement, and/or cleaning as determined by the University.

UNIT REASSIGNMENTS AND CHANGES

- A. University shall have the right to reassign Student to another equivalent (i.e., single or shared) Unit at any time for any reason, including, but not limited to, the need to facilitate operations, improvements, or repairs to Campus View 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.
- B. 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.
- C. Student shall not change or switch to a Unit not assigned to Student by the University without written University approval to do so. Student may request a Unit change by submitting a written request to the Office of Finance and Administration. 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.
- D. In the event of a University-approved Unit change or reassignment, Student shall completely Vacate Student's originally assigned Unit by the deadline given to Student by the University. If Student fails to do so, Student may be assessed \$45, 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 Units until Student Vacates his or her originally assigned Unit. If Student's original Unit keys are not returned by the University designated deadline, Student may also be assessed \$85 for the University to have the lock(s) changed.
- E. If Student makes a Unit change without prior University approval, Student may be assessed \$45, 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 Unit by a deadline or it may approve the Unit change. Student may be charged the pro rata daily housing rate for both Units 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 \$85 per Unit for the University to have the locks changed.

ENTRY AND INSPECTION

- A. University staff shall have the right to enter Student's Unit during reasonable hours for inspections (e.g. check in/out, smoke detectors), to make repairs, alterations, or to inspect for hazards to health or safety. Student also authorizes Campus View, LLC designees or the University to enter Student's Unit during regular business hours to make repairs requested by Student or Student's roommate, or, within 30 days prior to the end of the term of this Agreement, to show the Unit to prospective future tenants.
- B. Except in emergencies, for repairs, or where it is impractical, the University will give Student at least two days notice of its intent to enter Student's Unit, and will enter only at reasonable times. Student understands and agrees that if Student's roommate or Student requests repairs, Student may not receive any prior notice that University staff and/or Campus View, LLC designees will be entering Student's Unit.
- C. Student understands and acknowledges that Student has no expectation of privacy in Common Areas, and University staff may enter areas outside Student's Unit unannounced to conduct rounds concerning health, safety, or security checks, and to enforce the Community Standards and other policies. University staff also may provide law enforcement access to Common Areas to investigate possible criminal activity.

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 majeure event, the University shall have no liability to Student or guest for reimbursement, damages, inconvenience, annoyance, or compensation of any kind.

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 cleaning charge of \$150, for a single Unit, or \$75 (per student), for a shared Unit, 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 will 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 below, for the full Occupancy Term of this Agreement, for the Unit type to which Student is assigned:

If assigned to a single Unit: **\$3,300 per quarter**; or

If assigned to a shared Unit: **\$1,875 per quarter**.

These rates include the use and occupancy of Student's assigned Unit, and all utilities (water, electricity, basic cable, and internet), except telephone service.

- C. Student agrees to make each quarterly payment by the following due dates:
- Autumn Quarter** (Occupancy Period 9/25/2009 – 12/22/2009): by **5 p.m. September 1, 2009**;
 - Winter Quarter** (Occupancy Period 12/23/2009 - 3/21/2010): by **5 p.m. December 22, 2009**;
 - Spring Quarter** (Occupancy Period 3/22/2010 – 6/19/2010): by **5 p.m. March 21, 2010**; and
 - Summer Quarter** (Occupancy Period 6/20/2010 – 9/16/2010): by **5 p.m. June 19, 2010**.
- D. Student may apply for a deferral of a quarterly payment, if Student is awaiting disbursement of financial aid and/or a similar type of assistance, such as a scholarship, Guaranteed Education Tuition (GET) fund, and a nongovernment grant. Requests for a deferral must be submitted in writing to the Office of Finance and Administration no later than fourteen (14) days before the quarterly payment is due. If a deferral is granted, payment shall be made no later than the fifth day of the academic quarter.
- E. Payments shall be made either:
1. By check mailed to University of Washington Bothell Cashier's Office, Box 358525, 18115 Campus Way NE, Bothell, WA 98011; or
 2. In person by cash, check, or credit card at the Cashier's Office, UW1 160.
- F. 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.
- G. 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.
- H. A late payment charge of \$25 will be assessed if Student's account is not paid in full within ten calendar days of the quarterly due date. An additional charge of \$25 will be assessed after the tenth day of each subsequent month during which Student has a past due balance.
- I. 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.
- J. If Student has any questions about Student's payments or Student's account, Student will contact the Office of Finance and Administration (425.352.5235) before Student's account becomes delinquent.
- K. 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.
- L. 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 Campus View, and/or take further action against

Student, including, but not limited to, denying future application for University 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.

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

- A. Prior to Check-in, if Student wishes to withdraw his or her application and this Agreement for any reason, including due to a change in Student's status at the University, Student must notify the Office of Finance and Administration in writing.
- B. If Student submits a written notice of withdrawal before 5 p.m. September 1, 2009, no charges will be assessed, and Student's Deposit will be refunded.
- C. 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.
- D. 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.
- E. In the event University elects to terminate this Agreement under Paragraph C or D 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 his or her financial obligations to the University under this Agreement. Any request for an exception of the Check-in requirement under Paragraphs C and D of this Section must be submitted in writing to the Office of Finance and Administration.

TERMINATION, BREACH OF AGREEMENT and STUDENT WITHDRAWAL

- A. Student acknowledges that the University leases the Campus View premises from Campus View, LLC. Student 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 premises, 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.
- B. The University may declare Student in breach of and/or terminate this Agreement and require that Student 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 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 date by which the University is reasonably able to place another Student in the Unit or

(2) the end date of the Quarterly Occupancy Period that follows the Quarterly Occupancy Period during which Student was declared to be in breach.

- C. Student agrees that the University's inability to make Student's Unit or any other part of the Campus View 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 Period, 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.
- D. Student who is not 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 Office of Finance and Administration, with at least twenty (20) days written notice prior to the date Student intends to Vacate the Campus View premises. Except in the case of a termination under Section XI.E., Student shall be responsible for the prorated housing rate and other applicable charges (as determined by the University) through the earlier of: (1) the date by which the University is reasonably able to place another Student in the Unit or (2) the end of the Occupancy Term. Student agrees that in the event of such termination, University also may retain his/her \$500 Deposit, which Student agrees is a reasonable approximation of University's administrative costs.
- E. 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 its Office of Finance and Administration, with at least twenty (20) days written notice prior to the date Student intends to Vacate the Campus View 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.
- F. This Agreement shall automatically terminate if the underlying lease agreement between the University and Campus View, LLC terminates.
- G. 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.

MOVE OUT

- A. Student agrees to comply with all University Moving Out Procedures, which can be found at <http://www.uwb.edu/students/life/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 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.
- D. If Student fails to turn in Student's Unit key(s) by Student's Move Out date, Student may be charged \$85 for changing the lock(s) to Student's Unit, as well as the prorated housing rate of Student's Unit until Student turn the keys in or the lock(s) is/are changed.
- E. 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.
- F. 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.
- G. 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 his or her 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.
- H. 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 last known address. If Student's last known 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 his or her mailing address either through Student's MyUW account, or by other means after Student graduates or is no longer enrolled.