2020 SUMMER STUDENT HOUSING AGREEMENT

I. GENERAL PROVISIONS

A. This Summer Student Housing Agreement ("Agreement") is entered into by and between the University of Washington Bothell ("University") and ________________, a current or future registered University of Washington Bothell student, (Student ID# ____________) ("Student"), for the use and occupancy by Student of a University assigned housing room within a unit ("Room") (single or double, as specified below) in University of Washington Bothell Student Housing ("Student Housing") located at 18612 Beardslee Boulevard 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. 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 Cosigner Agreement, which is a mandatory step when accepting the Housing Offer.

F. Student agrees to accept the Room 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 Room, Student will be sharing said Room with a University-assigned roommate or roommates.

G. Student acknowledges that non UW Bothell students may be residing at Student Housing, but that non UW Bothell students (unless registered at the commencement of their Occupancy Term) will not be permitted to share Rooms with students.

H. Student may not transfer or assign this Agreement, or the right to occupy Student's assigned Room, or any of the other rights or benefits granted hereunder, to another person. Only the Student and Student's University assigned roommate(s) may reside in Student’s Unit. No one else may reside in the Unit.

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 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 2020 Summer Student Housing Agreement that can be found at www.uwb.edu/housing

B. Cancellation: Refers to the cancelling of the Housing Agreement or Application prior to moving into Student Housing.

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. Check out or Termination: Refers to the termination of use or the relinquishment of possession of Student's Unit. This can occur by notice of 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 Commuter Services.

E. 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.

F. 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.

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. Registered Student: Student must have active status at UW Bothell, allowing them to register for classes for current or next term.

I. Room: A space assigned to the student within University Housing.

J. Student Housing: University of Washington Bothell housing for students at Student Housing, located at 18612 Beardslee Boulevard, Bothell, Washington 98011.
K. **Unit**: The total space of an apartment that is inclusive of assigned room(s) and common spaces.

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 a registered student in good standing at the University;
2. Student is or will be at least 17 years of age at the time of Check-in;
3. Student has not 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, nor will be, required to register, and/or classified, as a Level 2 or Level 3 sex offender pursuant to the laws of Washington State or any other state, territory or foreign country.
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 sex 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. If Student is found to have committed, or entered a deferred adjudication agreement for a violent felony offense, or if Student has ever been required to register, and/or classified, as a Level 1 sex offender in Washington or any other state, territory or foreign country, Student must notify University Housing in writing at uwbhousing@uw.edu explaining the details of the offense(s) at the time this Agreement is submitted. Student further agrees to provide the University with any information it requests related to the offense(s) in order for the University to make a determination of Student’s eligibility to reside in student housing based on the best interests of the University.

C. If after submitting this Agreement and Student’s housing application, Student is convicted of, found to have committed, enter a deferred adjudication agreement, or if Student is required to register as a sex offender, or Student is placed under active supervision by any state, territory or foreign country relating to a violent felony or a sex offense, Student will inform University Housing of the offense(s) in writing at uwbhousing@uw.edu within 24 hours of any adjudication. Student further agrees that Student will vacate within 24 hours of the notification to the University unless the University provides me with written permission to remain in student housing.

D. Student will provide the University with any information it requests related to offense(s) in order for the University to make a determination of Student’s eligibility to reside in University Housing based on the best interests of the University.

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

IV. **OCCUPANCY TERMS and DATES**

A. Occupancy dates for the 2020 Summer Quarter is listed below.

| Summer Quarter 2020 | JUN 21 – AUG 21 |

B. If Student is under agreement from the previous occupancy terms:

a. Student understands that they will be relocated to the Summer Housing building location which will be assigned in May.

b. Current occupancy term will be extended through start of Summer Quarter, as listed above.

c. Student is expected to move from currently assigned location to that of their Summer 2020 Housing Assignment. Student understands that they will need to be available to complete this move within 24 hours between the dates of June 15 and June 19, 2020.

C. 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 A & B, 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 A through B, 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
VI. CLEANING, ALTERATIONS, and DAMAGES
A. Student agrees to inspect the overall condition of Student’s assigned Room 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 replaced the keys, any affected locks will be changed at Student’s expense.
C. 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.
D. 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).
E. 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 except for reasonable wear, and pay any repair, replacement, and/or cleaning costs as determined by the Student Housing Program.
F. 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.
G. 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.
H. Student agrees to abide by Appendix B, “Organic Growth Matter, Mold and Mildew” of this Agreement.

VII. ROOM ASSIGNMENTS, REASSIGNMENTS, AND CHANGES
A. Submission of a housing application or Agreement does not guarantee a Room in Student Housing.
B. Student will be assigned based on assignment priority to any available Room within Student Housing regardless of rate.
C. Student may be assigned to any available Room regardless of assignment preferences expressed by Student including, but not limited to, building, Room type, and Roommate request.
D. Student will accept their assigned Room in Student housing through the end of the occupancy term.
E. Student Housing will release student name, email address and telephone number to their assigned Roommate(s).
F. Student understands that, while the University will consider roommate preferences in making Room assignments, final decisions regarding room assignments and roommate assignments will be made by the University in its sole discretion. Student understands that if Student is assigned to a shared Room and a space is available in Student’s Room/Unit, Student may be assigned a roommate without prior notification.
G. If a space is available in Students’ Unit, Student may be assigned a roommate without prior notification.
H. If a space is available in Students’ Unit, Student will keep the available space clean and accessible. If Student fails to do so, Student will be charged the daily room rate for both the unavailable space and the Students’ assigned space until the space is clean and accessible, and Student may be subject to disciplinary action.
I. University shall have the right to reassign Student to another Room and/or Unit (i.e., single, double) 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.
J. Student shall not switch to a different room within their room or into a new Room not assigned to the Student by the University without following the Room Change Request process as outlined in Section VII.J.
K. Student may request a Room or Unit change by filling out a Room Change Request form only attainable by scheduling a meeting with a Resident Director (RD). Residential Life 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 will be charged $100, which Student agrees is a reasonable approximation of University’s administrative costs.
L. In the event of a University-approved Room 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 Room.
M. If room keys are not returned by appropriate deadlines for reasons such as lost, stolen, or other, Student will be assessed a fee of $85 for room keys and $25 for mail keys which Student agrees is a reasonable approximation of University’s expense.
N. If Student makes a Room 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 Room and/or Unit by a deadline or it may approve the room change. Student may be charged the pro rated daily housing rate for both spaces until either (1) the Unit change has been approved and Student has Vacated Student’s originally assigned Room or (2) Student has moved back to Student’s originally assigned room and vacated the unauthorized room.
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 the University is requested to give no notice, or if any roommate requests repairs and/or 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. PAYMENTS

A. Student agrees to pay the following amounts, on a quarterly basis by the payment deadline specified in Paragraph X.B. below, for the full Occupancy Term of this Agreement, for the Room type to which Student is assigned:

<table>
<thead>
<tr>
<th>Room Assignment</th>
<th>Occupancy Term</th>
<th>Housing Quarterly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Double within a Shared Apartment</td>
<td>Summer 2020</td>
<td>$2,290</td>
</tr>
<tr>
<td>Single within a Shared Apartment</td>
<td>Summer 2020</td>
<td>$3,070</td>
</tr>
</tbody>
</table>

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

B. 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:

| Summer Quarter | July 10, 2020 |

C. 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.

D. If Student’s quarterly payment is not received by date due, the University may terminate this Agreement, reassign Student’s Room to someone else, and charge the Early Termination charges as described in Section XII.B, which Student agrees is a reasonable approximation of University’s administrative costs.

E. If Student is assigned a Room after the quarterly payment due dates specified in Section X.C. above, Student must pay the University determined pro-rata amount prior to Check-in.

F. 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.

G. 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.

H. If Student has any questions about Student’s payments or Student’s account, Student will contact the Student Housing Office at uwbhousing@uw.edu before Student’s account becomes delinquent.
I. 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.

J. 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.

XI. CANCELLATION OF AGREEMENT PRIOR TO CHECKING-IN

Student may cancel this housing Agreement before they Check-in. If Student wishes to cancel this Agreement after Check-in, they may do so as described below in Section XII.

A. If student wishes to cancel their housing application and Agreement, student must submit a Cancellation notice at https://catalyst.uw.edu/webq/survey/sannj/348407.

B. Except as stated below in Section XI C, a cancellation charge will be assessed regardless of Student’s reason for cancelling their housing application including, but not limited to, a change of student status at the University, being assigned to a Room that does not meet their preferences, or finding different housing accommodations.

C. Deadlines and Charges

<table>
<thead>
<tr>
<th>Deadline</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>22 days before Move-In Date</td>
<td>$0</td>
</tr>
<tr>
<td>21 days to 1 day before Move-In Date</td>
<td>$500 &amp; $15 per day late Cancellation charge</td>
</tr>
<tr>
<td>On or after Move-In Date</td>
<td>Full quarterly charge for assigned Room</td>
</tr>
</tbody>
</table>

C. Student will not be assessed a cancellation charge if:
1. Student submits their cancellation within one week (7 days) of submitting their initial housing application and have not yet been assigned a Room; or,
2. Student notifies University Admissions at uwadmitinfo@uw.edu and Student Housing submitting their cancellation notice at https://catalyst.uw.edu/webq/survey/sannj/348407 22 days of Move-in date that Student declines their offer of admission or is transferring to another institution; or,
3. Student’s offer of admissions to the University is rescinded by the University; or,
4. Student has received military orders for entry into the service, a permanent change of station or deployment for at least 90 days. Student must provide Student Housing with copies of any such military orders at uwbhousing@uw.edu

D. If Student wishes to cancel their initial housing application, reapply, and Cancel again, Student will be assessed Cancellation charges based on the latest cancellation date.

E. If Student does not submit their cancellation notice at https://catalyst.uw.edu/webq/survey/sannj/348407 or does not Check in to their Room by 12 noon within 48 hours of their assigned move-in date:
1. Student Housing will consider Student’s application for housing cancelled, cancel this Agreement and reassign Student’s Room; and,
2. Student will be responsible for paying full Room charges for the current quarter.

F. If Student is assigned a Room after the Agreement Period begins and does not Check in to their Room by their assigned Check-in date:
1. Student Housing will consider Students application for housing cancelled, cancel this Agreement, and reassign Students Room; and,
2. Student will be responsible for paying full Room charges for the remainder of the current quarter.

G. If Student is assigned a room with a check-in date less than 21 days from accepting the housing agreement and wishes to cancel, Student will be charged a $500 cancellation fee.

H. If Student wishes to cancel this Agreement and has a balance due, Student will pay the balance immediately.

I. If Student wishes to cancel their early arrival housing request, Student will be charged based on the schedule referenced in the Cancellation Deadline and Charges table above in Section XI B.

XII. AGREEMENT TERMINATION

Student may terminate their Agreement after they Check-in. If Student wishes to terminate their Agreement prior to Check-in, they may do so as described in Section XI.

A. The duration of this Agreement and the housing charges contained within this Agreement are for the periods indicated by the dates of the move-in and move-out dates as indicated in your Housing Offer.

B. Checking out prior to August 17, 2020:
1. Student must submit an Agreement Termination notice in advance of Student Checkout date at https://catalyst.uw.edu/webg/survey/sannj/359458; and,
2. Student will be responsible for paying all charges posted to their account for the entire current quarter; and,
3. Student must Checkout by 12 noon on the date determined in the Early Agreement Termination Form, following Checkout procedures as described in Section XIII.

C. Students must check out on or before the current quarter’s end date in order to not be charged for the subsequent quarter’s full housing charge, per Section IV.

D. Student will not be charged an early termination charge or any future Room charges if Student provides documentation within five days of their updated Checkout date to the Student Housing office at uwbhousing@uw.edu, that establishes one of the following:
   a. Student has completed their academic program or is graduating at the time of Checkout; or,
   b. Student is participating in a University-sponsored study abroad program for University credit for the next academic quarter; or,
   c. Student is being deployed or assigned for service in the armed forces, including the National Guard and armed forces reserves

E. If Student Housing terminates my Agreement prior to the end of the Agreement Period for any breach of this Agreement:
   1. Student’s Agreement will be terminated for the current quarter and future quarters; and,
   2. Student will be responsible for paying the current quarter’s housing charges in addition to all early termination charges as described in Section XII.B; and,
   3. Student will not receive a prorated refund of any of the current quarter’s housing charges.

F. 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.

XIII. Check Out

A. Student agrees to comply with all University Check Out Procedures, which can be found at www.uwb.edu/housing/moveout, 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 X.A. above.

C. If Student fails to schedule an apartment inspection with a Resident Advisor 24-hours prior to their Check out, Student may be charged $50, 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 Check out, Student may be charged $100, 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 Check 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 Check out by the deadline, Student may be charged $25 every 15 minutes, not to exceed $250, 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 Checkout date, Student may be charged a prorated housing rate of Student’s Room until Student turns the keys in or the lock(s) is/are changed. In the event that lock(s) are changed, Student may also be assessed a fee of $85 for room keys and $25 for mail 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 to remain responsible for paying any amounts due from Student under this Agreement upon Vacating.

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 Student determines that they would like to submit a Housing Appeal as described online at http://www.uwb.edu/housing/current-residents/appeals and the appeals committee determines a refund should be made, 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 registered. If only an international address is provided, the University will deduct a flat rate of $5 from the refund amount which the student agrees is a reasonable approximation of University’s postage and administrative costs.

XIV. EMERGENCY CLOSURES

A. Student agrees that the University’s inability to make Student’s Room 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 Room 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 pursuant to this Agreement.

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.

XVIII. 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 and understands 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
COMMUNITY STANDARDS FOR UNIVERSITY OF WASHINGTON BOTHELL RESIDENTIAL LIFE

Compliance with UW Student Code of Conduct

I will comply with all rules, policies, and/or guidelines outlined in the University of Washington’s Student Conduct Code (WAC Chapter 478-121) available online at: http://app.leg.wa.gov/WAC/default.aspx?cite=478-120.

I will also comply with all of the following:

Behavioral Expectations

1. General Conduct
   a. 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).
   b. I will refrain from the use of sports equipment, including, but not limited to, bicycles, skates, skateboards, balls, and Frisbees on Student Housing premises.
   c. I will not furnish false information to or withhold material information from any University staff member acting in the course of their duties.
   d. 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.
   e. I will not disrespect the rights, privileges, and property of the University community, visitors to campus, students, and animals used by persons with disabilities.
   f. I will comply with the directions of University officials and their authorized agents acting in the performance of their duties.
   g. I will present my student identification card to University staff upon request.
   h. I will not participate in or promote gambling or any other wagering activities.

2. Harassment and Sexual Misconduct
   a. I will not participate in conduct that would constitute a sexual offense, sexual harassment, relationship violence, stalking, unwanted advances, indecent exposure, or any other verbal, nonverbal or physical conduct of a sexual nature that has the purpose or effect of unreasonably interfering with an individual’s work or academic performance.
   b. I will abide by Executive Order No. 31, which outline the University’s non-discrimination, non-retaliation, and affirmative action policies which can be found online at http://www.washington.edu/admin/rules/policies/PO/EO31.html.
   c. I will abide by Executive Order No. 51, which outlines the University’s sexual violence elimination policy, which can be found online at http://www.washington.edu/admin/rules/policies/PO/EO51.html.

3. Threatening Behavior
   a. I will not use language or engage in other behavior that is threatening or harmful directed towards University staff, other students, or guests.

4. Disorderly Conduct
   a. I will not participate in any conduct 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.

5. Endangerment
   a. I will refrain from any conduct that would interfere with University operations or endanger the health, welfare, or safety of other persons or myself.

6. Thrown Objects
   a. I will not throw, drop, propel, or pour anything from windows, balconies, patios, landings or stairwells. This includes, but is not limited to: Water balloons, squirt guns, footballs, Frisbees, etc.
7. Firearms/Weapons
   a. I will not 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.
   b. I will not possess any knife having a blade longer than three inches that is not used for culinary purposes.
   c. I will not possess any knife having a blade that projects or swings into position by force of a spring (i.e., switch blade).
   d. I will not 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.

8. Alcohol
   a. I will not be visibly intoxicated regardless of age while on housing premises.
   b. 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.
   c. 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.
   d. 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.
   e. I will not manufacture or sell alcohol, either directly or indirectly.
   f. If a person is under 21,
      i. I will not possess, use, or purchase alcohol if I am less than 21 years of age. This includes by consumption.
      ii. I will not possess alcohol containers, even if empty, if I am less than 21 years of age.
      iii. 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.
      iv. 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.
   g. If a person is 21 and over,
      i. I will not consume alcohol in the presence of anyone under the age of 21, except for my roommate(s).
      ii. I will not store alcohol and/or its containers visibly in shared areas while not in use if someone under the age of 21 is inside the unit.

9. Marijuana and Other Drugs
   a. I will not use, possess, consume, or furnish with intent to deliver, deliver, manufacture, purchase, sell, share, transport, distribute illegal drugs, controlled substances, or any drug paraphernalia which includes marijuana and prescription drugs not prescribed to you. Note: Due to federal law, medical marijuana license or prescriptions are not recognized on university premises.
   b. I will not be in possession of drug paraphernalia.
   c. I will not be under the influence of drugs.
   d. I will not be in the presence of anyone possessing or consuming drugs.

10. Noise Policy
    a. 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.
    b. I will refrain from making excessive noise even outside the designated Quiet Hours.

11. Guest Policy
    a. As host, 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.
    b. As host, 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.
    c. I will not allow anyone else to reside in my Unit, except for my assigned roommate(s).
d. 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.

e. 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 and ensure that they will not infringe upon my roommate(s) in any way.

f. 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.

g. I will not reside in another unit that is not assigned to me and will not stay in another unit overnight more than three consecutive nights and no more than seven overnight stays during my occupancy pursuant to this agreement.

12. Fire Safety

a. 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.

b. 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.

c. I will not possess candles that have a burned wick present, or will remove the wick prior to having it in my unit.

d. 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.

e. 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.

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

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

h. I will not obstruct any walkway, hallway, stairwell, door or any part of the surrounding premises and grounds.

i. 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.

j. 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.

k. 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.

13. Smoking Policy

a. I will not smoke or allow any guest of mine to smoke or vape any of the following: cigarettes, electronic cigarettes, hookah, cigars, or any other controlled substance in any University building or non-designated smoking area. Smoking on the University property is permitted only in designated areas which are indicated by green tents.

Facility Usage Expectations

14. Facility Use

a. I will not provide access to Student Housing to someone who does not live in the building unless that person is my guest.

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

c. I will not open, access, or store anything within the attic or crawl spaces of my unit.

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

e. I will not paint or make alterations of any kind to the Unit, University provided furnishings, or the buildings.

f. 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.

g. 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.

h. I will not use my Unit or Student Housing premises for commercial purposes.
i. I will not install satellite dishes.

   j. 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.

   k. I will not make changes to my Comcast account associated with my campus address or unit.

15. Unmanned Aerial Systems/Drones
   a. It is the policy of the University of Washington that, while the operation of manned aircraft such as ultralight aircraft, hang gliders, skiing, and hot air balloons is not permitted on University facilities, the general operation of other airborne vehicles – including manned aircraft (e.g. helicopters) and unmanned aircraft (e.g. fixed wing drones, rotary drones, model aircraft) – is allowed for these purposes on University facilities and grounds, as defined in WAC 478-136-012(3). All uses may not be approved for all facilities.

   b. Drones will be used in a manner that is respectful of individual privacy, and only used in compliance with Federal regulations and FAA regulations.

16. Cleanliness
   a. 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.

   b. 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.

17. Keys, Doors & Locks
   a. I will not duplicate or misuse a Unit key.

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

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

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

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

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

18. Decorations
   a. I will not put any decorative lighting, decoration, object, or equipment in the Common Areas, and I will not interfere with any safety device.

   b. I will not hang any objects or materials outside of any window or exterior door including the following items: decorative lighting, combustible decorations, decorations that hang from door frames, and decorations that cover over fifty percent of the door.

   c. 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.

   d. 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.

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

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

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

19. Wheeled Recreational Vehicles
   a. I understand that motorized vehicles, bicycles, roller blades, skateboards, hover boards 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.

   b. I understand that the use of and/or storage of hover boards is not permitted within the housing facilities or premises.

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

   d. I will not lock/store my bicycle anywhere other than inside my unit or designated bike racks.

20. Window Usage
   a. I will not put tin foil, sheets, blankets or any type of coverings over windows to darken rooms (except for the use in bedrooms for sleeping purposes).

   b. I will not enter or exit through any window except as an emergency egress out of the building.
21. **Common Areas**
   a. 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 living/dining room.
   b. I will not sleep in the Community Center or any lounge spaces.
   c. 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.
   d. 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.

22. **Pet Policy**
   a. I will not feed, 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. **No more than one 5-gallon tank is allowed per unit.**

23. **Computing**
   a. I will read all correspondence and information sent to my mailbox and to my University email account.
   b. I agree to update and keep my local and permanent mailing address current through my MyUW account.
   c. 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 to limited to, computing and networking resources or services.

24. **Solicitation Policy**
   a. I will not solicit or distribute promotional materials except in accordance with the Residential Life Advertising Policy which can be found at: http://www.uwb.edu/housing/current-residents/docs.
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 Advisor or Resident 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 bathroom fan or other means of ventilation when bathing or showering and 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.