

HOUSING AGREEMENT

University Residences • 2019-2020
WESTERN WASHINGTON UNIVERSITY

1. **INTRODUCTION** • University Residences engages students in diverse and inclusive, healthy, safe and sustainable communities that foster academic success and personal growth. The residential experience is intentionally designed to cultivate leadership, sustainability, social responsibility and civic engagement. All residents of University Residences accept the terms of this Housing Agreement at the time of housing application. By accepting this Agreement, the Student also agrees to abide by:
 - A. University Residences Policies & Procedures:
housing.wwu.edu/living-on-campus/policies
 - B. Student Rights and Responsibilities Code:
www.wwu.edu/dos/office/conduct/index.shtml
 - C. All local, state and federal laws.
2. **HOUSING ELIGIBILITY** • The student resident (“Student”) must be enrolled in Western Washington University (“University”), must be 17 years or older at the time of application and must maintain a minimum of eight credits per quarter throughout the term of this Agreement; or be attached to a University-sponsored program. Residents with matriculated-student status are eligible to apply for on-campus renewal housing for the following academic year provided they comply with renewal deadlines and procedures, abide by the Housing Agreement and fulfill the current term of occupancy.
3. **HOUSING DEPOSIT** • The student shall pay a deposit of \$200 as security for the faithful performance of the Agreement. Upon Agreement termination, the security deposit will be refunded via the WWU Student Account refund process. The \$200 credit balance will apply toward any current or past-due financial obligations, Agreement terms, or covenants which the Student may owe the University, even if the amount does not derive from this Housing Agreement. Any remaining balance will then be refunded to the student, after which time the Student is still responsible for any future charges placed on the student account.
4. **DATES OF OCCUPANCY** •
 - A. From the date of approved arrival, the Student shall occupy their assigned residence for the duration of the Academic Year. The Academic Year is defined as fall move-in through spring finals week. Termination of occupancy prior to the end of the academic year may result in checkout penalties and contract breakage fee.
 - B. Once the Student obtains keys to their room, they are financially and contractually responsible for the room. Until the Student surrenders the keys, and completes the process for properly checking out, the Student is responsible for the room even if their person or property does not occupy the room.
5. **RESIDENTIAL MEAL PLAN** • If assigned to a residence hall, the Student must enroll in a residential meal plan. If assigned to Birnam Wood apartments, enrollment in a meal plan is optional under a separate contract. Meal service in the campus dining commons is suspended over Thanksgiving weekend and intersessions. For meal service dates and change deadlines, see page 4.
6. **CANCELLATION BEFORE OCCUPANCY** • This Agreement may be cancelled in writing prior to occupancy, resulting in forfeiture of the \$200 security deposit, with the exception of fall quarter as follows:
 - A. Returning Residents: Cancellations received by May 1 result in a full refund of the housing deposit.
 - B. New Residents: Cancellations received by June 30 result in a full refund of the housing deposit; cancellations received between July 1 and August 15 result in a half refund.
7. **SERVICES AND UTILITIES** • The University shall furnish heat, electricity, water and sewer services. Internet and cable television service will be provided, but the Student must provide cables and appliances.
 - A. Temporary Interruption of Service: Services may be temporarily interrupted when necessary because of accident, emergency, repairs, alterations or improvements, which are deemed necessary and desirable in the judgment of the University. The Student shall claim no reduction or waiver of fees or other compensation, nor shall this agreement or any of its obligations be affected or reduced.
 - B. Delivery of Possession: If the University is unable to deliver possession of the assigned room because of fire, explosion, leaks, disruptions related to systems software, Acts of God, or reasons beyond its control, the University shall have no liability to the Student for losses suffered.
 - C. Fire or Casualty Loss: If the Student’s room or residence hall should at any time be rendered untenable in whole or in part by fire or casualty, the University may, at its option, either immediately terminate this Agreement, or repair and replace the damaged room or residence hall within a reasonable time.
8. **CHARGES AND PAYMENTS** • Quarterly charges for housing and residential meal plans are billed to the Student account before the start of the quarter, and the account balance is due on the first day of classes. Charges are based upon the published rate for the type of room and meal plan. There are no billing pro-rates the last seven days of each quarter.
 - A. Late fee: A late fee consistent with the WWU Late Fee Policy will be assessed to balances past due.
 - B. Interest Charge: A monthly interest charge consistent with the WWU Interest Charge Policy will be assessed to balances past due.
 - C. Scholarships, Loans and Grants: Payments made from scholarships, loans, and grants are due upon receipt of those funds. The Student is responsible for timely payment of any balance not covered.
 - D. Debt Collection: The Student agrees to pay reasonable expenses of collection of any outstanding debt, including collection agency and attorney’s fees. Students give authorization to contact all available resources to obtain information about current address, employment status, and other creditors, or any other data that will assist in the collection of a defaulted account.
 - E. Rate Changes: Rates are subject to change by no more than five percent for emergency purposes as authorized by the Board of Trustees of Western Washington University.

9. FAILURE TO PAY •

- A. Failure to pay charges in full by the due date or to communicate the circumstances of an unpaid account may result in the inactivation of the dining account and/or eviction from on campus housing, and a course registration hold or cancelation.
- B. If the Student's payment for charges related to housing and/or dining is deferred pending disbursement of financial aid, failure to receive such aid does not remove the Student's financial obligation to pay in full.
- C. In the event the Student's account is placed with a collection agency or attorney, the Student will be liable for all collection fees, including attorney fees and expenses. Such fees may be based upon a maximum 40 percent of the debt. Any default on the Student's account may be reported to commercial credit reporting agencies and may adversely affect the Student's credit rating.
- D. By accepting this Agreement, the Student authorizes Western and its respective agents to contact the Student at their current or future cellular or telephone numbers, and these numbers may be used to contact the Student via automated dialing, pre-recorded voice or text messaging devices.

10. ACADEMIC INTERSESSION • During the quarter break ("intersession"), many campus services and classes are suspended. The Student is permitted to remain in residence during intersession at no additional charge provided they are enrolled for the coming quarter and remain an on-campus resident for at least 14 days of the new quarter. See page 4 for term dates.

11. VACANCIES • If a vacancy occurs in a double or triple room, the remaining Student may be consolidated into a room with another resident; or must keep the room ready for inspection, occupancy and be willing to accept a new roommate at any time during the remainder of the academic year. If the Student refuses to accept a roommate, the Student may be reassigned, may be charged the super-single or super-double rate from the date the vacancy occurred, and/or may be subject to disciplinary action. Pending space availability, the remaining Student may have the option to transfer to another room, or upgrade to a super-single or super-double for the remainder of the academic year.

12. HOUSING REASSIGNMENT • The University reserves the right to reassign the Student to a different room, residence hall or apartment, or to rescind super-single or double-triple status at any time in the event such reassignment is deemed necessary. Unless otherwise notified, the University reserves the right to reassign space if the Student does not check in by the third day of classes.

13. TRANSFERS OR SUBLEASES • The Student may not transfer or sublet any room or meal plan covered by this Agreement.

14. ALTERATIONS AND DECORATIONS • Alterations to buildings and individual rooms are not permitted. The Student may be required, at their expense, to remove alterations or decorations and may also be required to pay for any resulting damage.

15. TERMINATION OF OCCUPANCY • Termination of occupancy occurs when the Student completes the process for properly checking out of housing. Proper checkout procedure is outlined in

the University Residences Policies and Procedures. Termination shall not relieve the Student of their liabilities and obligations. The Student is financially responsible for the housing and meal plan charges up through the date of termination, including any contract breakage fee, checkout penalties, and charges incurred after termination. Reasons for termination include:

- A. Student Choice: Regardless of age or class standing, the Student is not required by the University to reside on campus; therefore, the Student may terminate their occupancy at any time for any reason.
- B. Termination of Student Status: In the event of school withdrawal or expulsion, the Student must vacate their room within 24 hours.
- C. Eviction: Following 10 days' notice of intent by the University, occupancy may be terminated by the University in the event the Student is in default of payment for more than 10 days, except where there is a written agreement to extend the period; or the Student breaches, violates, fails to perform, or is in default of this Agreement.

16. END-OF-QUARTER CHECKOUT DEADLINES •

- A. If the Student is graduating, withdrawing or moving off campus at the end of fall or winter quarters, they must properly check out by 4 p.m. on Friday of finals week; see page 4 for dates and deadlines.
- B. Agreement term ends Friday of spring quarter finals week unless the Student is registered for summer housing.

17. WINTER AND SPRING CHECKOUT PENALTY • If the Student moves off campus during winter or spring break or within the first 14 days of the coming quarter, they will be charged their current housing rate for each day during the break, up to and including the day of checkout—even if they did not stay in their room for any or part of the break.

18. CONTRACT BREAKAGE FEE • In the event of termination the Student shall be liable for liquidated damages:

- A. Residence Halls: \$5.25 per day for the remainder of the term of the Agreement, not to exceed \$400.
- B. Apartments: \$2.67 per day for the remainder of the term of the Agreement, not to exceed \$200.
- C. Without Penalty: the Student may be released without penalty for withdrawal from the University, participation in study abroad/internship program, or approved appeal.

19. DAMAGE AND CLEANING • The Student is expected to keep their assigned room/suite clean and advise University staff of any necessary repairs.

- A. Damages: the Student is responsible for costs, expenses or liabilities resulting from damage to a room, suite or building by them or their guests, except for those caused through an act or omission by University staff.
- B. Cleaning: the Student is responsible for the cost of any additional cleaning required to return the room to its pre-occupancy state.
- C. Furniture: University equipment or furniture shall not be moved from rooms or public areas of buildings. The Student is responsible for the replacement and/or repair of the property.

- 20. FINANCIAL APPEALS** • The Student may appeal decisions or actions based upon this Agreement to the Financial Appeals Board. Appeals must be submitted online within 30 days of the action under appeal. Until an appeal is granted, the charge in question is subject to all applicable fees and registration holds.
- 21. EQUAL OPPORTUNITY** • The University, in compliance with applicable laws and in furtherance of its commitment to fostering an environment that welcomes and embraces diversity, does not discriminate on the basis of race, color, creed, religion, national origin, sex (including pregnancy and parenting status), disability, age, veteran status, sexual orientation, gender identity or expression, marital status or genetic information in its programs or activities, including employment, admissions, and educational programs. Inquiries may be directed to the Equal Opportunity Office.
- 22. REASONABLE ACCOMMODATION** • The University is committed to providing reasonable accommodation for qualified individuals with disabilities upon request. University Residences works in partnership with Disability Access Center (DAC) to provide students access to all levels of the residential experience. Students requiring a special housing assignment due to a disability or other condition must request reasonable accommodation through DAC, provide all necessary documentation, complete a needs assessment, and meet all deadlines.
- 23. PERSONAL PROPERTY DAMAGE** • The University assumes no responsibility for loss or damage to personal property.
- 24. WAIVER OF BREACHES AND CUMULATIVE REMEDIES** • The failure of the University to exercise any right or remedy available as a result of the Student's breach of any of the terms, covenants or conditions of this Agreement shall not be deemed to be a waiver by the University of any such right or remedy. No terms or conditions of this Agreement required to be performed by the Student and no breach thereof shall be waived, altered or modified except by an express, written instrument executed by the University. The receipt of rent by the University with the knowledge of the breach of any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such breach. Remedies of the University under the terms of this Agreement are cumulative and are not exclusive of any other remedies or redress which may be utilized in case of any breach or threatened breach by the Student.
- 25. PARTIAL INVALIDITY** • Any provision of this contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

ROOM & BOARD RATES

The following rates from 2018-19 are for planning purposes only. The 2019-20 Room & Board Rates will be established by the Western Washington University Board of Trustees in spring 2019.

RESIDENCE HALL COST PER PERSON

| Room Type & Meal Plan | Annual | Fall 2018 | Winter 2019 | Spring 2019 |
|-----------------------------------|-----------|-----------|-------------|-------------|
| Triple Room + 75 Meal Plan | \$ 9,082 | \$ 3,451 | \$ 2,997 | \$ 2,634 |
| Triple Room + 100 Meal Plan | \$ 9,536 | \$ 3,624 | \$ 3,147 | \$ 2,765 |
| Triple Room + 125 Meal Plan | \$ 9,976 | \$ 3,791 | \$ 3,292 | \$ 2,893 |
| Triple Room + Unlimited Meal Plan | \$ 10,425 | \$ 3,962 | \$ 3,440 | \$ 3,023 |
| Double Room + 75 Meal Plan | \$ 10,570 | \$ 4,017 | \$ 3,488 | \$ 3,065 |
| Double Room + 100 Meal Plan | \$ 11,024 | \$ 4,189 | \$ 3,638 | \$ 3,197 |
| Double Room + 125 Meal Plan | \$ 11,465 | \$ 4,357 | \$ 3,783 | \$ 3,325 |
| Double Room + Unlimited Meal Plan | \$ 11,913 | \$ 4,527 | \$ 3,931 | \$ 3,455 |
| Single Room + 75 Meal Plan | \$ 11,791 | \$ 4,481 | \$ 3,891 | \$ 3,419 |
| Single Room + 100 Meal Plan | \$ 12,245 | \$ 4,653 | \$ 4,041 | \$ 3,551 |
| Single Room + 125 Meal Plan | \$ 12,685 | \$ 4,820 | \$ 4,186 | \$ 3,679 |
| Single Room + Unlimited Meal Plan | \$ 13,134 | \$ 4,991 | \$ 4,334 | \$ 3,809 |

APARTMENT COST PER PERSON

| Apartment Room Type | Annual | Fall 2018 | Winter 2019 | Spring 2019 |
|------------------------------------|-----------|-----------|-------------|-------------|
| Double Room: 2 students per room | \$ 3,780 | \$ 1,260 | \$ 1,260 | \$ 1,260 |
| Family Apartment: Whole apartment* | \$ 15,115 | \$ 5,038 | \$ 5,038 | \$ 5,038 |

*Super-Single Rooms offered on a space available basis only.

DATES & DEADLINES

FALL QUARTER 2019

| | |
|----------------|---|
| FRI SEP 20 | Early arrival: move in from 1 p.m. to 5 p.m. |
| SAT SEP 21 | Early arrival: move in from 10 a.m. to 3 p.m. |
| SUN SEP 22 | Opening day fall housing: move-in 10 a.m. to 3 p.m.; meal service in the dining commons begins with dinner. |
| WED SEP 25 | Classes begin, and your student account balance is due |
| FRI OCT 4 | Last day of the quarter to downsize your meal plan |
| WED NOV 27 | Brunch is the last meal served in the dining commons before closing for the Thanksgiving holiday. |
| NOV 28- DEC 1 | Thanksgiving Holiday - students may remain in residence, but food venues on campus are closed. |
| SUN DEC 1 | Meal service in the dining commons resumes with dinner. |
| FRI DEC 13 | Anyone moving out at the end of the quarter must be properly checked out by 4 p.m. See Section 17: <i>Winter and Spring Checkout Penalty</i> . Lunch is the last meal served in the dining commons before closing for winter break. |
| SAT DEC 14 | Fall commencement ceremonies |
| DEC 14 - JAN 4 | Winter break (Intersession) |

WINTER QUARTER 2020

| | |
|---------------|---|
| SUN JAN 5 | New residents move-in 10 a.m. to 3 p.m.; meal service in the dining commons begins with dinner. |
| TUES JAN 7 | Classes begin, and your student account balance is due |
| FRI JAN 17 | Last day of the quarter to downsize your meal plan |
| FRI MAR 20 | Anyone moving out at the end of the quarter must be properly checked out by 4 p.m. See Section 17: <i>Winter and Spring Checkout Penalty</i> . Lunch is the last meal served in the dining commons before closing for spring break. |
| SAT MAR 21 | Winter commencement ceremonies |
| MAR 21–MAR 29 | Spring break (Intersession) |

SPRING QUARTER 2020

| | |
|------------|---|
| SUN MAR 29 | New residents move-in 10 a.m. to 3 p.m. |
| MON MAR 30 | Meal service in the dining commons begins with brunch. |
| TUE MAR 31 | Classes begin, and your student account balance is due |
| FRI APR 10 | Last day of the quarter to downsize your meal plan |
| FRI JUN 12 | All residents must be properly checked out by 4 p.m. unless registered for summer housing. Lunch is the last meal served in the dining commons before closing for the summer. |
| SAT JUN 13 | Spring commencement ceremonies |

CONTACT UNIVERSITY RESIDENCES