

# SUMMER HOUSING AGREEMENT

## SUMMER 2022 • UNIVERSITY RESIDENCES 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.wvu.edu/living-on-campus/policies](https://housing.wvu.edu/living-on-campus/policies)
- b. Student Rights and Responsibilities Code: <https://wp.wvu.edu/officeofstudentlife/>
- c. Dining Policies and Expectations: [www.campusdish.com/MealPlans](http://www.campusdish.com/MealPlans)
- d. 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 enrollment of five credits throughout the term of this Agreement, be attached to a University-sponsored program, or have active resident status in University Residences for spring and fall quarters of 2022.

**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, regardless of whether the amount derives 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. INTERSESSION HOUSING** • The Student is eligible for intersession housing only if they are a current resident in campus housing.

- a. Intersession housing includes June 10-19, 2022.
- b. If the Student cancels their summer housing, they are no longer eligible for intersession housing.
- c. The student is required to move either to their summer assignment or a temporary intersession location at a specific date/time between June 10-12. If the student is not available during this time, their belongings will be boxed and stored, and their room rekeyed at their expense.

### **5. LENGTH OF STAY & AGREEMENT TERM**

- a. The maximum length of stay is the nine-week summer academic session unless the Student is eligible for all summer occupancy. Minimum stay is three weeks.
- b. The Student shall occupy their assigned residence for the duration of their contracted length of stay. Failure to fulfill the Agreement term may result in a contract breakage fee. (See section 18.)
- c. Once the Student obtains keys to their room, they are financially responsible for the room until they properly

check out, even if the Student or their property does not occupy the room.

**6. ALL-SUMMER OCCUPANCY** • The Student is eligible for all-summer occupancy only if they have secured on campus housing for the 2022-2023 academic year.

- a. All-summer occupancy includes the nine-week contract term plus the intersession period of August 19, 2022 through September 18, 2022.
- b. If the Student cancels their housing for 2022-2023, their summer contract term will be shortened to nine weeks, and a contract breakage fee may apply.
- c. After the nine-week academic session ends, students contracted for all-summer occupancy are required to move to transitional housing or their fall assignment when and as instructed. Failure to complete the required move(s) as instructed may result in packing/storage, rekey and other related fees.

**7. RESIDENTIAL MEAL PLAN** • If assigned to a residence hall, the Student must be concurrently enrolled in a residential meal plan. If the Student is assigned to Birnam Wood or Buchanan Towers, enrollment in a meal plan is optional under a separate contract.

There may be no Dining Service on campus during Summer 2022. If this plan occurs, then a meal plan requirement is waived for any resident placed into a residence hall.

**8. CANCELLATION BEFORE OCCUPANCY** • This Agreement may be cancelled in writing prior to occupancy, resulting in forfeiture of the \$200 security deposit, with the exception that if cancellation is received on or before June 1 the entire \$200 deposit will be refunded.

**9. SERVICES AND UTILITIES** • The University shall furnish heat, electricity, water and sewer services. Internet and television services are also provided.

- 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.

**10. CHARGES AND PAYMENTS** • 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.

- 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. Students are responsible for timely payment of balances 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.

**11. 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 cancellation.
- 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.

- 12. VACANCIES** • If a vacancy occurs in a double or triple room, the remaining Student may be consolidated into a room with available space 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.

- 13. 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.

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

- 15. 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.

- 16. 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, or get approved extension.
- 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.

- 17. CHECKOUT DEADLINES** • Students with contracted terms of three to nine weeks must check out by 4 p.m. on the final day of their respective contract. Penalties will be charged and disciplinary action taken if the Student resides in University Residences beyond their contracted term. See contract terms below; all contracts begin June 19, 2022.

<b>Length of Stay:</b>	<b>Checkout Deadline:</b>
3 Weeks (19 nights)	4 p.m. Friday, July 8, 2022
4 Weeks (26 nights)	4 p.m. Friday, July 15, 2022
5 Weeks (33 nights)	4 p.m. Friday, July 22, 2022
6 Weeks (40 nights)	4 p.m. Friday, July 29, 2022
7 Weeks (47 nights)	4 p.m. Friday, August 5, 2022
8 Weeks (54 nights)	4 p.m. Friday, August 12, 2022
9 Weeks (61 nights)	4 p.m. Friday, August 19, 2022

- 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.
- b. Apartments: \$2.67 per day for the remainder of the term of the Agreement.
- c. Without Penalty: the Student may be released without penalty for withdrawal from the University, participation in a 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 or repair of the property.

- 20. FINANCIAL APPEALS** • The Student may appeal adverse decisions or actions taken pursuant to this Agreement to the Financial Appeals Board. Appeals must be submitted by the student online within 30 days of the action under appeal. Until an appeal is granted, the charge in question is subject to all applicable late 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 the 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 the DAC, provide all necessary documentation, and complete a needs assessment.
- 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

	3 Week Session	4 Week Session	5 Week Session	6 Week Session	7 Week Session	8 Week Session	9 Week Session	All Summer
Buchanan Towers: Double Room	\$273.02	\$373.61	\$474.20	\$574.78	\$675.37	\$775.96	\$876.54	\$1,293.26
Buchanan Towers: Super-Single Room <sup>1</sup>	\$546.04	\$747.22	\$948.39	\$1,149.56	\$1,350.74	\$1,551.91	\$1,753.09	\$2,586.52
Buchanan Towers: Family Unit	\$1,092.09	\$1,494.43	\$1,896.78	\$2,299.13	\$2,701.48	\$3,103.82	\$3,506.17	\$5,173.04
Unlimited Meal Plan	\$414.20	\$559.17	\$704.14	\$849.11	\$994.08	\$1,139.05	\$1,284.02	
Standard Meal Plan	\$375.20	\$506.51	\$637.83	\$769.15	\$900.47	\$1,031.79	\$1,163.11	
Lite Meal Plan	\$296.34	\$400.06	\$503.78	\$607.49	\$711.21	\$814.93	\$918.65	
5 Meal Plan	\$200.26	\$270.35	\$340.44	\$410.53	\$480.62	\$550.71	\$620.80	

footnote 1: A "Super-Single room" is a standard double room occupied by one person. Both sets of furniture remain.

### Calculation of Rates:

Rooms are based on a nightly rate. For example:

The 6-week session is 40 nights (June 19 - July 29);

the 9-week session is 61 nights (June 19-Aug 20);

"All Summer" is 90 nights (June 19 - September 17).

Meal plans are based on a nightly rate: for example,

the 6-week session is 40 nights (June 19 - July 29);

the 9-week session is 61 nights (June 19-Aug 19)

Meals and Dining Dollar charges are prorated based on the number of days the contract is held.

Meal plan use greater than the pro-rate amount will be billed to the student's account.

### Payment Due Dates:

Summer payments are due by June 21, 2022. Last day to pay without a late fee is July 15, 2022.

**UNIVERSITY  
RESIDENCES**



## CONTACT UNIVERSITY RESIDENCES

Edens Hall Ground Floor (enter from Old Main Lawn)

Open Weekdays from 8 a.m. to 5 p.m. (Closed Holidays)

Housing@wwu.edu • 360.650.6565 • housing.wwu.edu