Under this contract, the Student pays for a campus residential experience that includes an educational program intentionally designed to support the Western Experience through inclusive and diverse residential communities that foster active learning, leadership, social responsibility, civic engagement, and effective citizenship, supported by a high quality attractive and sustainable campus. Under this contract, the Student shall abide by the terms and conditions of 1) this Housing Agreement, 2) the University Residences Policies and Procedures, 3) the Residential Community Handbook, 4) the Student Rights and Responsibilities Code, and 5) all local, City, State and Federal laws. The Student must accept these terms and conditions to qualify for a room assignment.

1. **ELIGIBILITY:** Student residents (“Student”) must be enrolled in Western Washington University (“University”) or a University sponsored program and must maintain a minimum of 10 quarter hours for undergraduate students and 8 for graduate students.

2. **AGREEMENT TERMS:** This Agreement is for the entire Academic Year 2009-2011 or remainder thereof if the Student arrives mid-year. The Academic Year is 9:00AM to 4:00PM Monday to Sunday.

3. **MEAL SERVICE:** Residence Hall contracts and rates include a mandatory meal plan. Apartment contracts and rates do not include a meal plan, but off-campus meals are available at an additional cost. Meal service begins with dinner on Sunday before classes start (except for Spring Quarter, which begins with breakfast on Monday). Service ends with lunch on Friday of finals week. For Thanksgiving break, meal service ends with lunch on Wednesday and resumes with dinner on Sunday.

4. **BREAK PERIODS:** Other than the below exceptions, students must vacate rooms by Friday at 4:00PM of finals week preceding the quarter breaks. Buildings reopen the Sunday before classes resume. Students staying in residence during breaks must comply with the terms and conditions of this agreement.
   (a) Buchanan Towers and Apartments: Students living in these buildings may stay during breaks at no additional charge if they continue residence for a minimum of two weeks of the following term. Those not continuing must check out at the end of the quarter or be subject to a daily fee during the break period.
   (b) Commencement: Graduating students or others involved with commencement may stay in residence Friday night with prior permission from the Resident Director of their building.
   (c) Other: Exceptions to remain in an assigned room during breaks other than those stated above require prior approval from University Residences. This is not included in the agreement and is subject to a daily fee during the break period.

5. **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. Students are still held responsible for any future charges placed on the student account.

6. **CANCELLATION BEFORE OCCUPANCY:** This Agreement may be cancelled in writing prior to occupancy, resulting in forfeiture of the $200 security deposit, except for the below exceptions for Fall Quarter:
   (a) June 30: If cancellation is received on or before this date the entire $200 deposit will be refunded.
   (b) August 31: If cancellation is received on or before this date $100 of the deposit will be refunded.

7. **TERMINATION OF AGREEMENT:** Termination shall not relieve Student of their liabilities and obligations. The student shall pay charges up to the time of termination, including any breakage fee that may apply and any charges incurred after termination.
   (a) By Termination of Student Status: Students must vacate rooms within 24 hours of termination of their student status.
   (b) By Default or Breach: The Agreement may be terminated, after 10 days notice of intent, in the event that the student:
      (i) Is in default in payment for more than 10 days, except where there is a written agreement to extend the period.
      (ii) Breaches, violates, fails to perform, or is in default of the performance of any of the terms of this Agreement.
   (c) By Student: The Agreement may be terminated by the student by properly moving out of their room during the year.
8. **CONTRACT BREAKAGE FEE:** In the event of termination the student shall be liable for *liquidated* damages in the amount of:

   (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: Students may be released without penalty for withdrawal from the University, participation in a study abroad or internship program, or approved appeal.

9. **CHARGES AND PAYMENTS:** Charges are assessed based on the published rate for the assigned room and board plan. Payments for the quarter are due the first day of classes of that 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: Students are responsible for timely payment of balances not covered. Payments made from scholarships, loans, and grants are due upon receipt of those funds.

   (d) Debt Collection: The student agrees to pay reasonable expenses of collection of an 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 5% for emergency purposes as authorized by the Board of Trustees of Western Washington University.

10. **DAMAGE AND CLEANING:** Students must keep assigned room/suite clean and advise WWU staff of any necessary repairs.

    (a) Damages: Students are 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: Students are responsible for the cost of additional cleaning required to return rooms to their 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.

11. **ALTERATIONS AND DECORATIONS:** Alterations to building 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.

12. **REFUNDS:** The University will not give credit for absences from the University except in instances in which the Student is compelled to be away from the University for five consecutive days due to extenuating circumstances and has complied with the procedures outlined in the Residential Community Handbook. In such cases, the board portion of the room and board charge will be removed. Credit will not be granted if the Student’s food is provided by another University department during the time of such absence.

13. **APPEALS:** Students may appeal adverse decisions or actions taken pursuant to this Agreement to the University Residences Appeals Board as outlined in the Residential Community Handbook. The Student is responsible for any fines under appeal. Appeals must be submitted within 30 days of the action under appeal.

14. **SERVICES:** The University shall furnish heat, electricity, water and sewer services. Internet and cable television 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 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.

15. **VACANCIES:** If a roommate leaves, the remaining student(s) shall be notified of available options, which will include at least one of the following:

    (a) Occupy Room as Super-Single or Double-Triple: This option is dependent upon space availability. The Student must sign an addendum to their contract and agree to pay the increased charge for the remainder of the academic year.

    (b) Consolidate Rooms: The Student may move in with another student of the same gender who is also without a roommate. The University may note the location of open spaces, but the student is responsible for coordinating the move, which must be completed within one calendar week. Students will not be forced to move to a new location more than once during the academic year unless a move is made for conduct reasons. This does not apply to temporary assignments.

    (c) Accept a Roommate: The Student must keep their room ready for occupancy, and be willing to accept a new roommate when someone is assigned to that space. This can occur any time during the academic year. If the Student refuses to accept the roommate, the Student may be charged the super-single or doubled-triple rate from the date when the student’s original roommate moved out, and may be subject to disciplinary action.

16. **PERSONAL PROPERTY DAMAGE:** The University assumes no responsibility for loss or damage to personal property.

17. **REASSIGNMENT:** The University reserves the right to reassign students to different rooms, residence halls or apartments, or rescind super-single 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.

18. **TRANSFERS OR SUB-LEASES:** The Student may not transfer or sublet any room or meal plan covered by this Agreement.
19. **DISCRIMINATION:** Western Washington University is an AA/EEO/Title IX Institution. The University’s policies and practices affirm and actively promote the right of all individuals to equal opportunity in education and employment regardless of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, disability, or status as disabled or Vietnam era veterans. Western Washington University complies with applicable Federal, State and Local laws, regulations and executive orders.

20. **ADA ACCOMMODATION:** Persons with disabilities who require ADA accommodation must initiate a formal request for services with disAbility Resources for Students (DRS). Students with disabilities are required by law to provide written documentation of their disability from a qualified professional before services can be provided.

drs@wwu.edu | Voice: 360-650-3083 | TTY: 360-650-3725

21. **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.

22. **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.

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### ROOM & BOARD RATES 2009-2010

#### RESIDENCE HALLS

<table>
<thead>
<tr>
<th></th>
<th>ANNUAL</th>
<th>FALL</th>
<th>WINTER</th>
<th>SPRING</th>
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#### CAMPUS APARTMENTS

**BIRNAM WOOD** • Units accommodate (4) same-sex students in (2) double occupancy bedrooms.

- Double Rate: 2 students per bedroom $2,661 $887 $887 $887
- Super Single: 1 student per bedroom $5,322 $1,774 $1,774 $1,774
- Family Rate: Entire apartment $10,647 $3,549 $3,549 $3,549

**NEW YORK NORTH** • Units accommodate (3-4) same-sex students in single- and double-occupancy bedrooms.

- Single: 1 student in each room, 3 students/apt $4,488 $1,496 $1,496 $1,496
- Double: 2 students in each room, 4 students/apt $2,931 $977 $977 $977
- Family Rate: Entire apartment $13,464 $4,488 $4,488 $4,488

**NEW YORK SOUTH** • Units accommodate (2-3) same-sex students in single- and double-occupancy bedrooms.

- Single: 1 student in each room, 3 students/apt $4,488 $1,496 $1,496 $1,496
- Double: 2 students in one bedroom, 2 students/apt $3,450 $1,150 $1,150 $1,150
- Super Single: 1 student in each room 1 student/apt $6,945 $2,315 $2,315 $2,315
- Family Rate: Entire apartment $6,945 $2,315 $2,315 $2,315
MAY 2009
1  Fall 2009: Priority application deadline
   Priority assignment consideration given to students who
   meet this deadline.
21 Fall 2009: Housing offers sent to eligible applicants
   Applicants must accept their housing offers by June 15 to
   get a room assignment by August 1.

JUNE 2009
1  Fall 2009: Early Arrival application opens
   Apply at www.housing.wwu.edu/earlyarrival/
15 Fall 2009: Housing deposit & signature due
   Students who sign and pay after June 15 will be assigned
   on a space-available basis in mid-September.
15 Fall 2009: Last day to confirm roommate request.
30 Fall 2009: Last day to cancel for deposit full-refund
   Cancellations must be submitted in writing.

AUGUST 2009
1  Fall 2009: Housing assigned
   Assignments posted in MyHousing for eligible applicants
   who applied by May 1 and paid by June 15.
31 Fall 2009: Last day to cancel for deposit half-refund
   Cancellations must be submitted in writing.

SEPTEMBER 2009
15 Fall 2009: Space-available housing assigned
   Assignments made on a space-available basis for students
   who applied after May 1 and/or paid the deposit after June
   15.
18-19 Fall 2009: Early Arrival days
20 Fall Quarter housing arrival
   Check-in at residence halls & university apartments 9am-9pm; dining halls open for dinner.
23 Fall Quarter classes begin
23 Fall Quarter housing & tuition bills due

NOVEMBER 2009
25 Thanksgiving Break begins at noon
   Residence halls and university apartments remain open
   over break. All dining halls closed over break; last meal
   served is lunch.
29 Meals resume in dining halls
   All dining halls reopen for dinner.
30 Fall Quarter classes resume

DECEMBER 2009 (cont.)
11 Last day of Fall Quarter classes
   Residence halls and university apartments close at
   4:00pm; Buchanan Towers and university apartments
   remain open to eligible residents. (See Section 5 of the
   Housing Agreement for details.) Last meal served is lunch;
   all dining halls closed for break.
12 Fall Commencement
13 Winter Break begins
21 Winter 2010: Housing assigned to new students
   Assignments posted in MyHousing.

JANUARY 2010
3 Winter Quarter housing arrival
   Check-in at residence halls & university apartments 10am-9pm; first meal in dining halls is dinner.
5 Winter Quarter classes begin
5 Winter Quarter housing & tuition bills due

MARCH 2010
1 Spring 2010: Housing offers sent to eligible applicants
   Applicants must accept their housing offers to get a room
   assignment.
15-19 Winter Quarter finals week
19 Last day of Winter Quarter classes
   Residence halls and university apartments close at
   4:00pm; Buchanan Towers and university apartments
   remain open to eligible residents. (See Section 5 of the
   Housing Agreement for details.) Last meal served is lunch;
   all dining halls closed over break.
20 Winter Commencement
21-28 Spring Break
21 Spring 2010: Housing assigned to new students
   Assignments posted in MyHousing.
28 Spring Quarter housing arrival
   Check-in at residence halls & university apartments 10am-9pm; dining halls remain closed.
29 Meals resume in the dining halls
   All dining halls reopen for breakfast.
30 Spring Quarter classes begin
30 Spring Quarter housing & tuition bills due

APRIL 2010
2 Fall 2010-2011: Housing Renewal begins

JUNE 2010
7-11 Spring Final Exams
11 Last day of Spring Quarter classes
11 Year-end housing departure
   Residence halls and university apartments close at
   4:00pm; last meal served is lunch.
12 Spring Commencement