1. INTRODUCTION: University Residences engages students in diverse and inclusive, healthy, safe and sustainable communities that foster academic success and personal growth. Under this Agreement, the Student pays for a residential experience 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
   (b) Student Rights and Responsibilities Code: www.wwu.edu/dos/conduct/the_code.shtml

2. HOUSING ELIGIBILITY: The student resident (“Student”) must be enrolled in Western Washington University (“University”) or a University sponsored program, and must maintain a minimum of 5 quarter hours or have active resident status in University Residences for Spring and Fall Quarters of 2015.

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. Students are still held 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 contracted term, between three and nine weeks, during the Summer Academic Session. The Summer Academic Session is defined as June 21, 2015 through August 21, 2015.
   (b) Once the Student obtains keys to their room, they are financially responsible for the room. Until the Student surrenders the keys, or completes the process for properly checking out if they have lost their keys, the Student is responsible for the room even if their person or property does not occupy the room.

5. ALL-SUMMER OCCUPANCY: The Student is eligible for all-summer occupancy only if they have secured on campus housing for the 2015-2016 academic year.
   (a) All-summer occupancy includes the nine-week contract term of June 21, 2015 – August 21, 2015 plus the intersession period of August 22, 2015 – September 19, 2015.
   (b) If the Student cancels their 2015-2016 Housing Agreement, 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 their fall assignment when instructed.

6. RESIDENTIAL MEAL PLAN: Under this Agreement, the Student, if assigned to a residence hall, must be concurrently enrolled in a residential meal plan. If the Student is assigned to Birnam Wood apartments, enrollment in a meal plan is optional under a separate contract. Meal service in the Viking Commons begins with dinner on Sunday June 21, 2015 and ends with lunch on Friday August 21, 2015.

7. 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, 2015, the entire $200 deposit will be refunded.

8. 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.
9. 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.

(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 5% for emergency purposes as authorized by the Board of Trustees of Western Washington University.

10. VACANCIES: If a vacancy occurs in a double or triple room, the remaining Student must keep the room ready for occupancy and be willing to accept a new roommate at any time during the remainder of the contracted term. 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:

(a) Transfer to another room.

(b) Upgrade to a super-single or super-double for the remainder of the term.

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

12. TRANSFERS OR SUB-LEASES: The Student may not transfer or sublet any room or meal plan covered by this Agreement.

13. 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.

14. 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.

15. 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 21, 2015. If the Student changes their contract term, they should be aware of the resulting change in checkout deadline.

<table>
<thead>
<tr>
<th>CONTRACT</th>
<th>DAYS</th>
<th>CONTRACT END DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Weeks</td>
<td>20</td>
<td>July 10, 2015</td>
</tr>
<tr>
<td>4 Weeks</td>
<td>27</td>
<td>July 17, 2015</td>
</tr>
<tr>
<td>5 Weeks</td>
<td>34</td>
<td>July 24, 2015</td>
</tr>
<tr>
<td>6 Weeks</td>
<td>41</td>
<td>July 31, 2015</td>
</tr>
<tr>
<td>7 Weeks</td>
<td>48</td>
<td>August 7, 2015</td>
</tr>
<tr>
<td>8 Weeks</td>
<td>55</td>
<td>August 14, 2015</td>
</tr>
<tr>
<td>9 Weeks</td>
<td>62</td>
<td>August 21, 2015</td>
</tr>
</tbody>
</table>
16. **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: Students may be released without penalty for withdrawal from the University, participation in a study abroad or internship program, or approved appeal.

17. **DAMAGE AND CLEANING:** Students must keep their 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.

18. **APPEALS:**

(a) Financial Appeals: The student may appeal to the Financial Appeals Board, any financial charge, decision or action taken pursuant to this Agreement. 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 late fees and registration holds.

(b) Conduct Appeals: Students have the right to appeal a conduct decision within five business days of the decision letter. A link to the conduct appeal form is included in every conduct decision letter.

19. **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.

20. **REASONABLE ACCOMMODATION:** Western Washington University is committed to providing reasonable accommodation for qualified individuals with disabilities upon request. University Residences works in partnership with Disability Resources for Students 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 DRS, provide all necessary documentation, and complete a needs assessment.

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

22. **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.

23. **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.

24. **CALCULATION OF ROOM & BOARD RATES:** Term rates are based on a daily rate. If length of stay is not shown below, the Student can calculate the term rate by multiplying the number of days by the daily rate for specific room and meal plan option. Meal and Dining Dollar allocations are based on the number of days the Agreement is held; plan usage greater than the pro-rata amount will be billed to the Student.

25. **HOUSING PAYMENTS DUE JUNE 23, 2015:** Summer housing payments are due by the first day of the Summer Academic Session. For students checking into housing after June 24, housing payments are due the next available business day. Payments can be made in person at the Student Business Office (Old Main 110) or online at Web4U.
## ROOM RATES

<table>
<thead>
<tr>
<th>Residence Hall Triple Room</th>
<th>$19.39</th>
<th>$794.99</th>
<th>$1,202.18</th>
<th>--</th>
</tr>
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<tbody>
<tr>
<td>Residence Hall Double Room</td>
<td>$24.12</td>
<td>$988.92</td>
<td>$1,495.44</td>
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</tr>
<tr>
<td>Residence Hall Super-Single Room*</td>
<td>$32.39</td>
<td>$1,327.99</td>
<td>$2,008.18</td>
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</tr>
<tr>
<td>Birnam Wood Apartments: Double Room</td>
<td>$10.82</td>
<td>$443.62</td>
<td>$670.84</td>
<td>$984.62</td>
</tr>
<tr>
<td>Birnam Wood Apartments: Super-Single Room*</td>
<td>$21.65</td>
<td>$887.65</td>
<td>$1,342.30</td>
<td>$1,970.15</td>
</tr>
<tr>
<td>Birnam Wood Apartments: Family Unit</td>
<td>$43.31</td>
<td>$1,775.71</td>
<td>$2,685.22</td>
<td>$3,941.21</td>
</tr>
</tbody>
</table>

*A Super-Single room is a standard double room occupied by one person. Both sets of furniture remain.

## MEAL PLAN RATES

<table>
<thead>
<tr>
<th>Lite Meal Plan</th>
<th>$10.98</th>
<th>$450.18</th>
<th>$680.76</th>
<th>--</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Meal Plan</td>
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<td>$569.90</td>
<td>$861.80</td>
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</tr>
<tr>
<td>Unlimited Meal Plan</td>
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<td>$629.35</td>
<td>$951.70</td>
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</tr>
<tr>
<td>5 Meal Plan (Apartment &amp; Commuter Students)</td>
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<td>$293.15</td>
<td>$443.30</td>
<td>--</td>
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<td>Lite Meal Plan (Apartment &amp; Commuter Students)</td>
<td>$11.07</td>
<td>$453.87</td>
<td>$686.34</td>
<td>--</td>
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<tr>
<td>Standard Meal Plan (Apartment &amp; Commuter Students)</td>
<td>$14.01</td>
<td>$574.41</td>
<td>$868.62</td>
<td>--</td>
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<tr>
<td>Unlimited Meal Plan (Apartment &amp; Commuter Students)</td>
<td>$15.46</td>
<td>$633.86</td>
<td>$958.52</td>
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</tr>
</tbody>
</table>

*A meal plan is required with all residence hall contracts. Apartment and commuter student meal plans are optional.

**Unlimited Meal Plan:**
- 9-weeks: Unlimited meals + $141 Dining Dollars.
- 6-weeks: Unlimited meals + $90 Dining Dollars.

**Standard Meal Plan:**
- 9-weeks: Block meal plan of 100 meals + $141 Dining Dollars.
- 6-weeks: Block meal plan of 68 meals + $90 Dining Dollars.

**Lite Meal Plan:**
- 9-weeks: 60 meals + $141 Dining Dollars.
- 6-weeks: 40 meals + $90 Dining Dollars.

**5 Meal Plan (Birnam Wood & Off Campus Students Only):**
- 9-weeks: 5 meals per week + $141 Dining Dollars.
- 6-weeks: 5 meals per week + $90 Dining Dollars.

**NOTE:** Meals and Dining Dollar charges are prorated based on the number of days the contract is held. Plan usage greater than the pro-rata amount will be billed to the student’s account.