

HOUSING AND DINING SERVICES

STUDENT VILLAGE AND WAHLE CONTRACT

TERMS AND CONDITIONS OF APARTMENT RESIDENCE ACCOMMODATIONS • 2022–2023

This contract is contingent upon the applicant's academic admission to Central Washington University and maintenance of enrolled status with a minimum of seven quarter hours. Hereafter, you, the applicant and future student, will be referred to as the "Student," and Central Washington University will be referred to as the "University." The Student's signature on the Apartment and Room Apartment and Room Contract Form indicates agreement to abide by all the rules and regulations herein.

Please consult the following Table of Contents for the section number to reference your questions.

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Housing. No cancellation may be considered except as noted in Section 15. **The Student is entitled to space in Student Village or Wahle selected by the Student pending space availability.** Term of this contract shall be from September 1, 2022, through June 30, 2023.

- COVID-19 Special Terms:** These special terms are in effect for the duration of the COVID-19 pandemic. Students residing in campus housing are expected to comply with applicable guidelines and/or directives of the Centers for Disease Control, state and local governmental authorities, including county health officials, and CWU relating to preventing the spread of COVID19. Residents determined to have contracted or to have been exposed to the virus may be required to be isolated or quarantined in accordance with applicable public health guidelines or directives. CWU reserves the right to adjust or cancel housing assignments and contracts.

- Optional Summer Term Contract Extension: Eligibility** for a Summer term 2023 housing contract extension in Student Village/Wahle will be dependent on the student having an assignment for the previous Spring quarter and subsequent academic year. Without a contract extension for Summer term 2023, this contract will automatically terminate on June 30, 2023. Summer Contract extensions will be available in Spring Quarter 2023 and current residents in Student Village/Wahle will be notified of contract extension options at that time.

- Term of Agreement:** This agreement is an ongoing, 10-month contract continuing through June 30, 2023, or until the lease is terminated, or the tenant is no longer eligible to live in University

- Space Confirmation:** Assignments and room charges will be made for each student by bedroom with common areas to be shared by all

occupants of the unit. Each student will only be charged for their specific bedroom. Students wishing to room together may choose their own roommates if there is an open room in the unit. There is no formal roommate matching process. Students will need to individually notify Housing via email of their specific roommate requests and if mutually agreed, the assignments will be made. Housing may assign an eligible student to open rooms at any time. If a current student with a vacant room in their unit refuses an assigned roommate, they would be assessed the entire unit rent from their original move-in date and subject to contract termination and referral to Student Rights and Responsibilities. Housing Services reserves the right to evaluate roommate assignments if there are concerns from the residents. Assignment of space by the University constitutes final acceptance of the terms and conditions of the contract. This includes acceptance of the obligation by the Student to abide by and support the rules and regulations as set forth by the University. By signing the lease agreement, students agree to attend the mandatory apartment lease information presentation in a group, individual or online format as is available at the time of acceptance. The University reserves the right to terminate any contract if the Student is in violation of these rules or regulations. Students who have their contract terminated by the University will be subject to the same fees as outlined in Section 15.

5. **Loss and Damage:** The University accepts no responsibility for loss to the Student due to earthquakes, fire, theft, water damage and similar acts of God, or for loss of monies, valuables and other personal property of the Student due to the Student's negligence.
6. **Rate Increases:** The rates for the academic year may be increased by no more than 5 percent for emergency purposes by directive authorized by the University's Board of Trustees. Rates may change according to approval of the University's Board of Trustees on an annual basis.
7. **University Entry:** The University reserves the right to have authorized personnel enter any unit for the purposes of inspection, repairs and/or other official business.
8. **Student Damages:** Each Student is personally responsible and liable for his or her prorated share of the University's cost for replacement or repair incurred as a result of any loss or damage

to the structure in which they are housed, and all damages to (reasonable wear and tear as determined by the University excepted) or losses of any University property furnished under this contract. Damages in community areas could result in an equal assessment of damage charges to members within that living community or appropriate members as deemed by Housing.

9. **Assignment:** The University reserves the right to reassign individuals to different rooms at any time in the event such reassignment is deemed necessary by the University. This also includes students assigned into temporary assignments. Students must vacate their rooms within 24 hours after termination of student status or June 30, 2023, whichever comes first. Penalties will be charged to the Student if they reside in University facilities beyond the limits of their contract without prior consent of the University. Exceptions to remain in a Student's assigned space require prior written approval from Housing.
10. **Pets:** The Student is not permitted to have cats, dogs, or any other animals in except for aquarium-bound fish in tanks no larger than 10 gallons. Violation of this policy will result in fees and/or disciplinary action.
11. **Firearms Policy (WAC 106-124-700):** No person shall have in their possession any gun, pistol, firearm, explosive, dangerous chemical, or other dangerous weapon or instrument (including paint guns) on University-owned or leased property. Violators of this law shall be subject to appropriate disciplinary or legal action including possible termination of the violator's housing contract or lease.
12. **Reassignment of Space:** The premises are to be used solely for residential purposes of those assigned by the University. The Student may not assign or sublet the whole or any part of the premises or contract and may not allow anyone to reside within the building more than three days and two nights in a given week.
13. **Alterations:** The Student must secure the written permission of the University before altering any portion of the space or University-owned equipment or furnishings. Furniture or appliances may not be moved from one room to another or removed from the assigned unit without written permission from Housing.
14. **Services Provided:** The University shall furnish heat, electricity, and Internet to the space to

which the Student is assigned, plus water and sewer services to the bathroom areas. The University shall have the right to temporarily interrupt such utilities or services where necessary because of accident, emergency, repairs, alterations, or improvements which, in the judgment of the University, are deemed necessary or desirable. No reduction or waiver of rent or other compensation may be claimed by the Student, nor shall this contract or any of the obligations of the Student be affected or reduced by such interruption.

15. **Termination of Contract:**

- A) **By the University for Default or Breach:** The University may give the Student 14 days' notice (Twenty-four or 48-hour notice of eviction if the student has been found in violation of the student conduct code or housing policies.) of intention to terminate this contract and may thereafter terminate the contract in the event of any of the following circumstances:
- 1) The Student is in default in payment of the contract for more than 10 days;
 - 2) The Student breaches, violates, fails to perform or is in default of the performance of any of the terms and conditions or covenants of this contract. In the event this contract is terminated in accordance with the provisions of this section, the Student shall be required to surrender the assigned room and its fixtures to the University under the same terms, conditions, and covenants as would apply under this contract if the surrender were to take place at the completion of the contract. In the event that this contract is terminated for default or breach by the Student, the University may re-let the assigned room and fixtures or any part thereof in the name of the University on such terms and conditions as the University may determine. Loss of student status, including graduation, falls under this category and will result in contract cancellation. No termination of this contract in accordance with the provisions of this section shall relieve the Student of his/ her liabilities and obligations under this contract. All such liabilities and obligations shall survive any such termination. The provisions of this section relating to the rights of the University upon default or breach by the Student shall survive the termination or expiration of this contract. **All Students requiring processing for termination for breach**

of contract or any part thereof are assessed an additional \$50 fee to cover the processing costs.

- B) **By the Student:** Housing will review any requests for contract cancellation. Any cancellation requests that are approved are subject to liquidation fees. If the contract is approved to be cancelled, liquidated damages will be assessed consisting of \$200 (administration fee which equals the \$200 deposit) and \$300 per term or any part thereof on the housing contract. The rates set each year represent a commitment among the residents to support the total residential community with their payments and participation in the programming designed to enrich their college experience and increase their opportunity for academic and out-of-class learning success. **EACH STUDENT IS EXPECTED TO FULFILL HIS/HER CONTRACTUAL OBLIGATIONS FOR THE FULL TERM OF THE CONTRACT. IF THE CONTRACT CANCELLATION REQUEST IS DENIED, THE STUDENT IS RESPONSIBLE FOR THE FULL HOUSING CHARGES TO FULFILL THEIR CONTRACT.** Written petitions to cancel contracts are available at Housing and must be submitted to Housing to be reviewed by a campus committee.
- C) **By the Student Prior to Taking Occupancy: Fees for contract cancellation:** If a student cancels after accepting an apartment assignment, there is a \$200 cancellation fee.
- D) **By the Student Who Withdraws from the University:** If the Student withdraws from the University, the Registrar's Office, Housing, and Financial Aid (if applicable) must be notified. Withdrawal from the University causes student termination of a contract. After taking occupancy when the student terminates the contract, the student owes the prorated housing fees to the date of the checkout, but not less than the \$200 administrative fee. Within the last 15 days of the quarter, students must pay the full quarter contract amount.
16. **Waiver of Breaches:** Failure of the University to exercise any right or remedy available to the University as a result of the Student's breach of any of the terms, covenants, or conditions of this contract shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of this contract required to be performed by the Student and no breach thereof

shall be waived, altered, or modified except by an express written permission of the University. The receipt of payment by the University, with the knowledge of the breach of any terms, covenants, or conditions of this contract, shall not be deemed a waiver of such breach.

17. **Cumulative Remedies:** The specified remedies used by the University under the terms of this contract are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the University may be lawfully entitled in case of any breach or threatened breach by the Student of any provision of this contract.
18. **Expulsion or Salary Deduction:** Failure to satisfy any financial obligations incurred in accordance with the terms and conditions of this contract may (together with all attorney's fees and other costs and charges necessary for the collection of any amount not paid when due) result in action by the University to withhold admission to or registration with the University, the conferring of degrees and issuance of transcripts or grade reports, pursuant to WAC 106-124-010 and WAC 106-124-011, and in the case of employees of the University, the deduction of such financial obligation from wages pursuant to the salary deduction policy of the institution.
19. **Equal Opportunity:** Central Washington University's policies and practices affirm and actively promote the rights of all individuals to equal opportunity in education and employment. Discrimination on the basis of race, color, creed, religion, national origin, sex, sexual orientation, gender identity and gender expression, age, marital status, disability, or status as a protected veteran is prohibited. The university provides an internal procedure for reporting discrimination and affords protection against retaliation for participating in the complaint process. Central Washington University complies with all applicable federal, state, and local laws, regulations, and executive orders including when soliciting bids and in the fulfillment of all contracts with governmental agencies. Persons of disability may request this material in alternative format or make arrangements for reasonable accommodation by calling Housing at 509-963-1831 or by e-mailing housing@cwu.edu.
20. **Housing Fees:** Rent is due and payable on the FIRST OF EACH MONTH to the student's CWU Student Account. Rent for a partial month of occupancy will be prorated by the number of days in the month's rent for every day of occupancy. Late payments are subject to a \$50 late charge. The University has a policy of applying all payments to the oldest outstanding charge on the Student's account. Should the Student make a "rent" payment when there are older outstanding bills on their account, the payment will be applied to these older charges, and the rent will remain "unpaid". If an additional payment is not made to bring the account up-to-date prior to the rent due date, the Student will be assessed a 1 percent late fee 30 days after due date.
21. **Rate Increase:** The rate for the academic years as listed in this contract may be increased by no more than five percent within the fiscal year for emergency purposes by directive authorized by the University's Board of Trustees. All other rent increases will coincide with the academic calendar, be approved in the normal budget process, and go into effect on July 1.
22. **Deferments for Scholarships, Loans and/or Grants:** When payment of the housing charges or fees is to be made from monies the applicant receives from grants, loans or scholarships, such sums are due upon receipt by the Student of such grants, loans and/or scholarships.
23. **Room Changes:**
 - a. In the event a space is open or becomes open in the unit you are assigned to, the remaining occupant(s) will be notified of the pending vacancy and will have 7 days to notify Housing of an eligible replacement. Students may select any eligible student, regardless of gender. If the remaining occupant(s) do not have an eligible replacement, Housing will assign someone to the open space. By default, Housing will assign students of the same gender into vacant spaces.
 - b. Students moving out of Student Village/Wahle into a Residence Hall will need to complete a residence hall application and deposit payment. Students moving out of Student Village/Wahle into another University owned Apartment (Brooklane Village, Getz Short, or Anderson Apartments) may do so, but will be bound to the length of the original contract terms of the academic year. Student will need to fill out an application and pay a \$200 apartment deposit.

Movement to another unit in Student Village/Wahle will not be allowed under normal circumstances due to additional administrative and facilities costs.

Residents wishing to move to Student Village from another on-campus apartment complex will be evaluated on a case by case basis.

24. **Damage or Loss Fines and Cleaning Charges:**

Students must keep their assigned space clean and advise University staff of any necessary repairs. "Damages" are solely determined by the University.

Other Terms: The Student hereby acknowledges that these premises are a portion of housing facilities being operated by the University and it is agreed that any and all existing or future regulations of the University that are applicable to this housing project in general shall be binding upon the Student and that Student will comply with the terms thereof, including, but not limited to the policies established in the University's "Apartment Guide" which is hereby incorporated by reference and made part of this contract.

25. **The following are WAC codes** that pertain to making appeals. Appeals should be made to the Director of Housing or designee.

WAC 106-124-010 FINANCIAL OBLIGATIONS OF STUDENTS:

Admission to or registration with the University, conferring of degrees, and issuance of academic transcripts or grade reports may be withheld for failure to meet financial obligations to the University.

WAC 106-124-011 FINANCIAL OBLIGATIONS OF STUDENTS / APPEAL PROCEDURE:

Every student has the right to appeal an assessment by the University of a fee, fine, charge, debt, or other financial obligation by filing a written petition with the appropriate dean or non-academic area director stating the student's reasons for challenging the validity of the assessed obligation. The written petition must be filed within 30 days after the notice of assessment was sent to the student. The dean or director, or his designee, shall review the University's decision to assess the fee, fine, charge, debt, or

other financial obligation in light of the student's petition appealing the assessment and shall render a decision thereon which shall be final.

26. **Appeals:** Students may appeal all damage charges and late fees if they do so within 30 working days of the billing for these charges and fees. To appeal, state your reason for appeal, in writing, through your CWU Student email address to housing@cwu.edu.

Students may appeal the decisions to the Executive Director of Housing and Residence Life or designee if they do so within 10 business days of notification. To appeal, address written objection to: Executive Director of Residence Life or designee, and deliver through your CWU email account to housing@cwu.edu.

27. **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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