

# UW Housing Summer Agreement

June 18, 2023–August 19, 2023

## Definitions

For purposes of this *Agreement*, the terms below have the following meanings:

**Agreement:** The Summer Housing Agreement for 2023.

**Agreement Period:** Full summer term: 8 a.m. on June 18, 2023, or beginning on the assigned *Check-in* date, through noon on August 19, 2023; A term only: 8 a.m. on June 18, 2023, or beginning on the assigned *Check-in* date, through 5 p.m. on July 19, 2023; B term only: or 5 p.m. on July 19, 2023, or beginning on the assigned *Check-in* date, through noon on August 19, 2023.

**Agreement Termination, Terminate:** Ending the *Agreement* after *Check-in* and before the end of the *Agreement Period*. For terminations before *Check-in*, see *Cancellation*.

**Cancel, Cancellation:** Ending the *Agreement* before *Check-in*. For *Cancellations* after *Check-in*, see *Agreement Termination*.

**Check in, Check-in:** Obtaining *Room* keys from *HFS* regardless of whether or not the student is physically occupying the assigned space.

**Check out, Checkout:** Returning *Room* keys to the location designated by *HFS*.

**Common Areas:** All areas in an apartment or cluster other than the student's *Room* including, but not limited to, lounges, living rooms, bathrooms, balconies, hallways and kitchens.

**Dining Account:** Funds specifically allocated for use within *HFS* dining service facilities.

**HFS:** Housing & Food Services, a department of the University of Washington.

**Husky Card:** A *University* identification card with many uses including access to *HFS* facilities, the *Dining Account* and the *Husky Card Account*.

**Husky Card Account:** A debit account for use in *HFS* laundry facilities, *HFS* dining facilities and for select on-campus services.

**Interim:** Noon on August 20, 2023, through the start date of the 2023–24 *Agreement Period*.

**Residence Hall System:** Alder Hall; Elm Hall; Hansee Hall; Lander Hall; Madrona Hall; Maple Hall; McCarty Hall; McMahan Hall; Mercer Court Buildings A, B and C; Oak Hall; Poplar Hall; Stevens Court; Terry Hall; Willow Hall; or any space assigned by *HFS*.

**Room:** A space assigned to the student within *University Housing*.

**Room Change:** Moving from one *Room* to another *Room* within *University Housing*.

**Roommate:** Students assigned to share a *Room* and/or *Common Area* (i.e., *Roommates*, clustermates and apartmentmates).

**University:** The University of Washington, Seattle campus.

**University Housing:** The entire network of *University* housing operations including the *Residence Hall System*, 12-Month Apartments, family housing and facilities operated in a public-private partnership with the *University* (Commodore Duchess and Radford Court).

## 1. General Provisions

- 1.1. I agree to all terms and conditions of this *Agreement* and acknowledge this *Agreement* is binding once I electronically sign and submit it online.
- 1.2. This *Agreement* is entered into by and between the *University* and me, a *University* student, for my use and occupancy of a *Room* in the *Residence Hall System* according to the terms specified herein. This *Agreement* is a legal and binding document between the *University* and me.
- 1.3. If I am younger than 18 years of age at the time I submit my housing application and *Agreement*, my parent or legal guardian must complete the [2023–24 Cosigner Agreement](#) within two weeks of my application submission.
- 1.4. The *University* and I intend for this *Agreement* to constitute a license for the use of a *Room* and *Common Areas* in the *Residence Hall System* as assigned by *HFS*, and further intend that this *Agreement* will not constitute a lease and will not create or transfer an interest in or a lien upon real estate. The relationship created by this *Agreement* between the *University* and me is that of licensor and licensee, not that of landlord and tenant. My use and occupancy is being provided incidental to the provision of educational services by the *University*.
- 1.5. I may not transfer or assign this *Agreement*, or the right to occupy my assigned *Room*, or any other rights or benefits granted hereunder, to another person.
- 1.6. If I lived in the *Residence Hall System* through the end of spring quarter 2023, the provisions of this *Agreement* apply to the period between June 11, 2023, and August 19, 2023.
- 1.7. The information provided by me in my housing application is true, complete and accurate. If the *University* determines that I have provided untrue, incomplete or inaccurate information, the *University* will have a basis to declare me in breach of this *Agreement*, take disciplinary action against me, and/or require that I *Check out* of *University Housing* immediately.
- 1.8. All charges in this *Agreement* for the related service or action represent a reasonable approximation of the *University's* administrative costs, and I will be financially responsible for all payments as stated in this *Agreement*.
- 1.9. My primary cell number will be provided to the *University* for use by the emergency alert system. For more information visit the [UW Alerts webpage](#) .
- 1.10. My failure to comply with any term of this *Agreement* shall be grounds for the *University* to declare me in breach of this *Agreement* and require that I *Check out* of *University Housing*, and may result in other action against me by the *University* including, but not limited to, disciplinary action, Termination of this *Agreement*, future ineligibility to reside in *University Housing*, and collection of outstanding debt and recovery of collection agency fees as stated in Section 13.9..

- 1.11. HFS will not disclose information relating to my student record, housing account, application and assignment information as required by state and federal law, including but not limited to FERPA, except as stated in Section 8.5. I may authorize the release of information at [myhfs.housing.uw.edu](http://myhfs.housing.uw.edu) .
- 1.12. If I am seeking an accommodation for a disability, I must submit a Disability Resources for Students (DRS) [Housing Accommodation Request form](#) by the deadline. Additional information is available on the [Disability Resources for Students](#) website. HFS cannot proceed with disability accommodation without direction from DRS.
- 1.13. I must verify that I understand the inherent risk in living in congregate housing, notwithstanding health and safety measures, and that I am assuming such risk by signing this Agreement.
- 1.14. If I have a special dietary need, I will schedule [a dining consultation](#) with UW Dining's Wellness Specialist.
- 1.15. The University shall have the right without notice to transfer and/or assign, in whole or in part, its rights and obligations under this Agreement. To the extent that the assignee assumes the obligations of HFS under this Agreement, the University shall thereupon and without further agreement be released of all liability under this Agreement.
- 1.16. This Agreement may be amended with a 30-day notice by the University during the term of this Agreement.

## 2. Eligibility

- 2.1. I represent and warrant that I am eligible to reside in the Residence Hall System because I meet and will maintain for the Occupancy Period all of the following eligibility criteria and expectations:
  - 2.1.1. I currently am or have been accepted as a student at the University, and I will maintain my status as a registered student. I am or will be at least 17 years of age at the time I Check in.
  - 2.1.2. I have not been dismissed from any University Housing facility nor has the University ever terminated my Agreement, contract or lease, or filed a Termination of Agreement or unlawful detainer action against me for any University Housing facility.
  - 2.1.3. I have not vacated at the request of the University's designated property management company in lieu of legal eviction Termination of Agreement from any University Housing facility.
- 2.2. If at any time after I have submitted this Agreement I become ineligible under the eligibility criteria stated above to reside in the Residence Hall System, I agree to inform HFS in writing at [hfsinfo@uw.edu](mailto:hfsinfo@uw.edu) of my ineligibility within 24 hours of becoming ineligible, and to Check out as described in Section 19 within 72 hours of becoming ineligible, unless I am required to vacate earlier as described in this Agreement.

## 3. Criminal Offenses

- 3.1. If I have been arrested for, with prosecution ongoing, or convicted of a sex offense; or have entered a deferred adjudication agreement relating to a sex offense; or have been or am under active supervision by any state, territory or foreign country related to a sex offense; or have been or am required to register as a sex offender; I must notify HFS in writing at [hfsinfo@uw.edu](mailto:hfsinfo@uw.edu) at the time this Agreement is submitted, and I acknowledge that the University has the discretion to determine whether my application to reside in University Housing should be accepted, and to assign me to a particular Room deemed appropriate by the University.

- 3.2. If after submitting this Agreement and my housing application I am arrested for, convicted of, or found to have committed a sex offense; enter a deferred adjudication agreement relating to or am placed under active supervision by any state, territory or foreign country relating to a sex offense; or am required to register as a sex offender; I will inform HFS of my offense in writing at [hfsinfo@uw.edu](mailto:hfsinfo@uw.edu) within 24 hours. I further agree that I will provide HFS with all requested information regarding the event(s) at issue. HFS has the discretion to require that I Check out within 24 hours of said notification unless HFS provides me with written permission to remain in University Housing. Even if I am given written permission to remain in University Housing, HFS retains the ability to change that determination and require I Check out as additional information is obtained.
- 3.3. I will provide the University with any information it requests related to my offense(s) in order for the University to make a determination of my eligibility to reside in *University Housing* based on the best interests of the *University*.

#### 4. Agreement Period and Check-in Dates

- 4.1. The duration of this *Agreement* and the housing and dining charges contained within this *Agreement* are for the period of 8 a.m. on June 18, 2023, through noon on August 19, 2023, if I request the full summer quarter, and as stated in Section 12.4. If I request A term only, the housing and dining charges contained within this *Agreement* are for the period of 8 a.m. on June 18, 2023, through 5 p.m. on July 19, 2023, and as stated in Section 12.4. If I request B term only, the housing and dining charges contained within this *Agreement* are for the period from 5 p.m. on July 19, 2023, through noon on August 19, 2023, and as stated in Section 12.4.
- 4.2. If I lived in the *Residence Hall System* through the end of spring quarter 2023, the provisions of this *Agreement* apply to the period between the 2022–23 *9-Month Housing Agreement* and this *Agreement Period*.
- 4.3. *Check-in* dates and times for each term covered by this *Agreement* are:
  - 4.3.1. If I am assigned to the same Room for summer quarter 2023 that I occupied during spring quarter 2023, I may continue to occupy my assigned Room and/or leave my personal belongings in my assigned Room between spring quarter and summer quarter.
  - 4.3.2. If I am assigned to a different Room for summer quarter 2023 than the one I occupied during spring quarter 2023, I must complete my Room Change by noon on June 11, 2023.
  - 4.3.3. If I am new to housing for summer quarter 2023, I will be able to move into my assigned Room at 8 a.m. on June 18, 2023, for the full summer term or summer term A or move into my assigned Room at 5 p.m. on July 19, 2023, for summer term B.
- 4.4. Any request to *Check in* after noon on the second day of instruction must be submitted in advance to HFS at [hfsinfo@uw.edu](mailto:hfsinfo@uw.edu) .
- 4.5. If I am assigned to a *Room* after the term begins, my *Agreement* will begin on my assigned *Check-in* date. My *Check-in* date will be provided with my assignment information.
- 4.6. If I request to remain and am assigned for the period between the 2022–23 *Agreement* and the 2023–24 *Agreement*, the provisions of this *Agreement* will extend to cover the period between this *Agreement Period* and the 2023–24 *Agreement Period*.

## 5. Early Arrival Housing

- 5.1. I may request to move in early if I have a University-approved requirement to be on campus before formal Check-in (e.g., athletics, band, housing staff).
- 5.2. I must request and pay for early arrival housing separate from the summer housing application and payment.
- 5.3. HFS will notify me via my University email address as to whether or not my early arrival housing request is approved.
- 5.4. If I am assigned for early arrival housing, I must agree to pay for early arrival housing and dining charges.
- 5.5. If my request is approved, I may be assigned to a temporary space for some or all of the early arrival period and must comply with Room Change instructions and deadlines sent by HFS to my University email address.
- 5.6. If I am approved for early arrival housing and Check in before the Agreement Period begins, the provisions of this Agreement begin on the date I Check in.
- 5.7. If I Cancel my early arrival housing application on or by June 11, 2023, I will be assessed a Cancellation charge.
- 5.8. If I Cancel my early arrival housing application on or after June 12, 2023, or if I fail to Check in, I will be responsible for paying all early arrival housing and application charges.
- 5.9. A list of incidental housing charges can be found at [hfs.uw.edu/charges](https://hfs.uw.edu/charges).

## 6. Application Cancellation or Deferment

- 6.1. I may *Cancel* or *Defer* my housing application and *Agreement* before I *Check in*.
- 6.2. Details about [Cancellation and Deferment](#) can be found on our website.
- 6.3. If I wish to terminate this *Agreement* after *Check-in*, I may do so as described in Section 19.

## 7. Room Assignment

- 7.1. Submission of a housing application or Agreement does not guarantee me a Room in University Housing.
- 7.2. I will be assigned based on my assignment priority to any available Room within the Residence Hall System regardless of rate including, but not limited to, a triple Room, apartment or temporary housing space. Information about temporary housing can be found at [hfs.uw.edu/temp](https://hfs.uw.edu/temp).
- 7.3. I may be assigned to any available Room regardless of assignment preferences expressed by me including, but not limited to, building, Room type, and lifestyle preferences.
- 7.4. I will accept my assigned Room in the Residence Hall System through the end of the Agreement Period.
- 7.5. HFS will release my name, email address and telephone number to my assigned Roommate(s).
- 7.6. HFS reserves the right to reassign me to a different Room at any time for any reason that is reasonable under the circumstances including, but not limited to, the welfare of residents; a violation of Community Standards or the Student Conduct Code; to accommodate facility operations or repair; to

accommodate students with disabilities; to use available space more efficiently; or to further the best interests of the University and/or its community. I may be required to move with 48-hours' notice.

- 7.7. If a space is available in my Room, I may be assigned a Roommate without prior notification.
- 7.8. If a space is available in my Room, I will keep the available space clean and accessible. If I fail to do so, I will be charged the daily Room rate for both the unavailable space and my assigned space until the space is clean and accessible, and I may be subject to disciplinary action.
- 7.9. Residents are required to comply with requests from HFS to leave their assigned space within 24 hours due to COVID-19 or other public health emergency, including but not limited to a public health requirement to isolate or quarantine and failure to do so is a violation of the HFS housing Agreement and may subject a resident to emergency removal from their assigned space. Removal from University Housing to isolate or quarantine does not constitute a Termination of a resident's housing Agreement.

## 8. Dining Plan

- 8.1. I will pay for a dining plan according to Section 11.1, except as stated in Section 8.9. Information about the dining plan can be found at [hfs.uw.edu/Eat/Resident-Dining](https://hfs.uw.edu/Eat/Resident-Dining).
- 8.2. My dining plan funds may be used only in HFS dining facilities.
- 8.3. My dining plan works like a debit card, with the allotment deposited into my dining plan at the beginning of each term as shown in the table below:

Term	Dining plan funding date
Summer full term	8 a.m. on June 18, 2023
A term only	8 a.m. on June 18, 2023
B term only	8 a.m. on July 19, 2023

- 8.4. Information about summer quarter dining rates and locations can be found at [hfs.uw.edu/Summer-Housing-Guide](https://hfs.uw.edu/Summer-Housing-Guide).
- 8.5. My dining plan funds are nonrefundable and nontransferable to any account including my *Husky Card Account*.
- 8.6. HFS will provide dining service beginning on June 18, 2023, through the end of the *Agreement Period*.
- 8.7. At the end of the *Agreement Period*, any balance remaining in my dining plan will be forfeited.
- 8.8. If I *Check out* before the end of the *Agreement Period*, any balance in my dining plan will remain available for use through the end of the term in which I *Check out*, at which point any balance remaining in my dining plan will be forfeited.
- 8.9. If I *Check out* before the end of the *Agreement Period* and am no longer registered for classes, any balance in my dining plan will be prorated based on my *Check out* date or usage, whichever is higher, and the resultant unused funds will be refunded.
- 8.10. If I am assigned to Stevens Court, I will not be given a dining plan. I will have the option to choose a dining plan according to the following change schedule:

Term	Deadline to choose a dining plan if assigned to a dining-optional area
Summer full term	May 31, 2023

A term only	May 31, 2023
B term only	June 30, 2023

8.11. Students with special diets will not be exempt from the *Dining Account*.

## 9. Prepayment

- 9.1. I will submit a \$500 prepayment at the time I apply for housing.
- 9.2. If I have been identified as eligible for prepayment deferment, I may apply for housing without submitting a prepayment.
- 9.3. If I am a continuing resident, my prepayment will be required after the no-charge [Cancellation deadline](#).
- 9.4. The prepayment will be used to pay future charges to my housing and *Dining Account*.

## 10. Room Charges

- 10.1. I will be charged for and will pay the *Room* rate for the *Room* type to which I am assigned. [Housing rates](#) are established by the University of Washington Board of Regents.
- 10.2. My *Room* rate includes electricity, gas, Internet access, access to televised programming, water, sewer and garbage services. A temporary failure in utility service is not a breach of this *Agreement*.
- 10.3. If I am assigned a *Room* before the *Agreement Period* begins and do not *Cancel* as provided in Section VII, I must pay the entire quarter of housing charges regardless of the date I *Check in*.
- 10.4. If I am assigned a *Room* after the *Agreement Period* begins, I must pay prorated housing charges based on my *Check-in* date assigned by *HFS*, even if I do not *Check in* on that date.
- 10.5. If I *Cancel* my application, I will be subject to *Cancellation* charges as stated in Section 6.
- 10.6. If I *Terminate* my *Agreement*, I will be subject to *Agreement Termination* charges as stated in Section 18.

## 11. Dining Charges

- 11.1. I will be charged for and will pay the [dining plan rate](#) for the level I select. Dining plan rates are established by the University of Washington Board of Regents.
- 11.2. If I am assigned a *Room* before the *Agreement Period* begins and do not *Cancel* as provided for in Section 6, I must pay the entire quarter of dining charges regardless of the date I *Check in*.
- 11.3. If I am assigned a *Room* after the *Agreement Period* begins, I must pay a prorated dining amount based on my *Check-in* date assigned by *HFS*, even if I do not *Check in* on that date.
- 11.4. Any funds remaining in my dining plan will be forfeited at noon on August 19, 2023.

## 12. Other Charges

- 12.1. **Emergency kit:** I am required to purchase a 72-hour emergency kit provided by *HFS* at the beginning of my occupancy with *HFS*. I am only required to purchase one emergency kit during my occupancy with *HFS*.
- 12.2. **Laundry Charge:** I will be charged a quarterly fee for use of laundry as indicated on the [incidental charges](#) page.

- 12.3. **Husky Card deposit:** I will be charged quarterly for a deposit to my *Husky Card Account* for use in the laundry rooms.
- 12.4. **Incidental charges:** I will pay any incidental charges by the first of the following month in which they are charged unless I *Check out* before the end of that month, in which case I will pay them before I *Check out*.

## 13. Payments

- 13.1. I will pay *HFS* charges by July 7, 2023.
- 13.2. If I fail to make payments as required by this *Agreement*, my *Agreement* and assignment may be *Terminated*. If my *Agreement* is *Terminated* by *HFS*, I will be required to move out and will be charged a *Termination* charge as shown in Section 18.
- 13.3. During my *Occupancy Period*, all billing adjustments and incidental charges placed on my account after the due date are due by the first of the following month.
- 13.4. I may view my [Statement of Account](#) at any time.
- 13.5. *HFS* will submit charges directly to my financial aid/tuition account for electronic transfer of any available funds to my *HFS* account. I will be notified by email of any remaining amount due.
- 13.6. I will make payments in one of the following manners:
- 13.6.1. With a Visa, MasterCard, American Express or Discover credit/debit card at [hfs.uw.edu/myhfs/account.aspx](https://hfs.uw.edu/myhfs/account.aspx) ; or,
  - 13.6.2. Online with an international account or 529 College Savings Plan (Payments made by a 529 account using Flywire must be coordinated with the 529 if the digital distribution option is available through your plan.) using [Flywire](#) ; or,
  - 13.6.3. By mail with a check to University of Washington, Housing & Food Services, Financial Services Office, 1045 NE Campus Parkway, Box 355607, Seattle, WA 98195-5607; or,
  - 13.6.4. In person with a check at the *HFS* Student Services Office in 210 Lander Hall.
- 13.7. I will be assessed a late payment charge if my account is not paid in full by the payment due date. In addition, a late payment charge will be assessed after the fifth day of each subsequent month during which I have a past due balance.
- 13.8. If I have any questions about my account or if my payment will be late, I will contact the *HFS* Student Services Office in 210 Lander Hall at [hfsinfo@uw.edu](mailto:hfsinfo@uw.edu) or 206-543-4059 before my account becomes delinquent.
- 13.9. If I fail to make payments after Check-in as required by this *Agreement*:
- 13.9.1. My dining plan and Husky Card Account may be inactivated until my account is paid in full; and,
  - 13.9.2. *HFS* may contact the person(s) I have designated as authorized to receive my financial account information; and,
  - 13.9.3. The University may declare me in breach of and terminate this *Agreement*, Terminate my assignment and require that I *Check out*, and/or take further action against me including, but not limited to:
    - Denying future applications for *University Housing*; and,

- Placing a hold on *University* registration, transfer of credits, transcripts and graduation; and,
  - Assessing collection agency charges as outlined in Section 13.9.6; and,
  - Assessing legal fees and moving and storage costs; and,
  - Obtaining a legal judgment against me for any balance due.
- 13.9.4. If I wish to dispute any charges posted to my account, I must [submit a waiver request](#) within 60 days of the charge being posted to my account. I understand that waiver requests submitted more than 60 days after charges have been posted will not be considered, and I will be responsible for full payment of those charges.
- 13.9.5. After I *Check out*, all charges are due immediately.
- 13.9.6. The *University* reserves the right to the recovery of collection agency fees as authorized by [RCW Chapter 19.16.500](#), which may be based on a percentage at a maximum of 40 percent of the debt in addition to the recovery of any outstanding balance, attorney fees, court costs and other collection costs including moving and storage costs.
- 13.9.7. I authorize the *University*, *HFS* and their respective agents and contractors to contact me regarding outstanding charges or repayment of outstanding charges at the current or any future number that I provide for my cell phone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

## 14. Community Standards

- 14.1. I agree to abide by the Community Standards, which are appended hereto as Appendix A. I acknowledge that the Community Standards apply to me not only when I am in the building in which my *Room* is assigned but also while I am on any *University Housing* premises, which includes, but is not limited to, *Common Areas*, community centers, entry areas, hallways, parking areas, courtyards, terraces, decks, grounds, elevators, stairwells, playfields and dining facilities.
- 14.2. I agree to abide by all regulations, policies and standards of the *University* and *HFS*. Should my guests or I fail to comply with the conduct regulations, policies and standards of the *University* and *HFS* including, but not limited to, the Community Standards and the Student Conduct Code, WAC 478-121, the *University* may take disciplinary action against me pursuant to the [Residential Life Conduct Process](#) and/or the Student Conduct Code, except that, for allegations that, if true, would constitute sexual harassment (EDFR prohibited conduct) under WAC 478-121-605, disciplinary action against me will follow the process described in Part VII of the Student Conduct Code.

## 15. Room Changes

- 15.1. I may only make a *Room Change* with prior written approval by an authorized *HFS* staff member.
- 15.2. If I wish to change my *Room*, I must follow all [Room Change procedures](#) .
- 15.3. If *HFS* approves my *Room Change* request or I am required to make a *Room Change* as part of a disciplinary process, I will be assessed a nonrefundable *Room Change* charge.
- 15.4. If I do not follow proper *Room Change* procedures, I will be charged an improper *Room Change* charge in addition to the *Room Change* charge.
- 15.5. I will be required to pay the *Room* rate for the new *Room* effective the date my *Room Change* begins.

- 15.6. I must return my originally assigned *Room* keys to the location designated by *HFS* by my *Room Change* deadline. If my keys are not returned by the deadline, I will be assessed the daily rate for both *Rooms* until the keys to my originally assigned *Room* are returned, and I will be charged an improper *Room Change* charge.
- 15.7. If I make a *Room Change* without prior approval from an authorized *HFS* staff member:
  - 15.7.1. I will be assessed an unauthorized *Room Change* charge; and,
  - 15.7.2. I will be charged the daily *Room* rate for both *Rooms* until I have *Checked out* of my originally assigned *Room* or I have moved back to my originally assigned *Room*; and,
  - 15.7.3. I will be charged a *Room Change* charge if *HFS* approves my *Room Change* request; and,
  - 15.7.4. I may be assessed an improper *Room Change* charge if I do not follow proper *Room Change* procedures.
- 15.8. Prior to my *Room Change* deadline, I will remove all of my personal belongings from my *Room* and *Common Areas* and follow the [cleaning guidelines](#) . If I do not remove my personal belongings, *HFS* may pack and store and/or dispose of them at my expense. While *HFS* intends to make reasonable efforts to protect my belongings, I will not hold the *University* liable for any damage or loss.
- 15.9. If my keys are not returned by my *Room Change* deadline, I may be assessed a [lock change charge](#) in order to secure my *Room*, plus an additional charge for each unreturned key.

## 16. Entry and Inspection

- 16.1. When performing routine inspections and maintenance, the *University* will give me at least 48-hours' notice of its intent to enter my *Room* or *Common Area*, and will enter only at reasonable times.
- 16.2. *University* custodial staff will routinely enter *Common Areas* including, but not limited to, McMahan Hall cluster lounges and bathrooms, in order to clean.
- 16.3. *University* staff, contractors and designees have the right to enter my *Room* and *Common Areas*, and I will not be given prior notice:
  - 16.3.1. In the event of an emergency.
  - 16.3.2. If I request or if my Roommate requests repairs or maintenance, which includes but is not limited to the submission of a work order.
  - 16.3.3. If my Roommate, including any person sharing my *Room*, apartment or cluster, moves out for cleaning or maintenance.
  - 16.3.4. If *University* staff and/or *University* of Washington Police Officers are entering areas outside my *Room* unannounced to conduct rounds concerning health, safety or security checks, to enforce *Community Standards* and other policies, or to investigate possible criminal activity.

## 17. Cleaning, Alterations and Damages

- 17.1. Within one week of Check-in, I will inspect and, if necessary, submit a work order for any significant damage that requires urgent or immediate repair or missing items that require replacement. In addition, I will report any concerns about the room condition as appropriate. Any damage or missing items not addressed through a work order or documented will be my responsibility and will be charged to me when I Check out.

- 17.2. I will report lost Room and/or apartment keys to my regional desk immediately. If, after 72 hours, I have not demonstrated to HFS that I have located my keys, any affected locks will be changed at my expense. I may be assessed a lock change charge in order to secure my Room, plus an additional charge for each unreturned key or building access card.
- 17.3. I will keep my Room and Common Areas clean, orderly and in good condition at all times and will properly dispose of garbage, recyclables and compost items in designated collection sites. I will be responsible for any charges that result from my failure to keep my Room or Common Areas clean, orderly and in good condition.
- 17.4. If I am assigned to a Room with a private or semiprivate bathroom, I will cooperate with my Roommate to care for and maintain the bathroom, including providing cleaning supplies.
- 17.5. I will not make any repairs or alterations to any University Housing premises. If repairs are required, I must submit a work order .
- 17.6. If I or any guest of mine damages any HFS property, I will be responsible for the reasonable cost of repair, replacement and/or cleaning as determined by HFS.
- 17.7. If any damage occurs in the Common Areas and/or shared areas of my Room and the responsible person cannot be determined, any charges for repair, replacement and/or cleaning as determined by HFS will be divided equally among me and my Roommate(s).
- 17.8. HFS will continue to implement and modify its cleaning protocols to address COVID or other public health emergencies in the interest of minimizing the spread of disease until deemed no longer necessary.

## 18. Agreement Termination

I may *Terminate* my *Agreement* after I *Check in*. If I wish to terminate this *Agreement* prior to *Check-in*, I may do so as described in Section 6.

- 18.1. The duration of this Agreement and the housing and dining charges contained within this Agreement are for the period of June 18, 2023, through noon on August 19, 2023 (full summer quarter), or June 18, 2023, through 5 p.m. on July 19, 2023 (A term only), or 5 p.m. on July 19, 2023, through noon on August 19, 2023 (B term only).
- 18.2. If I intend to Check out before the end of my Agreement Period, I must submit an Agreement Termination notice at [myhfs.housing.uw.edu](http://myhfs.housing.uw.edu) .
- 18.3. If I leave my Room permanently without formally Checking out, HFS will begin abandonment procedures, which includes contacting Roommates, neighbors, the registrar and other University departments to try to determine my whereabouts and intentions. Charges associated with abandonment include lock change and key replacement, moving, handling and storage of belongings, and cleaning or repair charges, in addition to any Room payment owed. Room charges may be prorated if HFS determines I am no longer a student at the *University*.

## 19. Checkout

- 19.1. When I *Check out* of my *Room*, I will follow proper [Checkout procedures](#) .
- 19.2. If I am terminating my *Agreement*, I must follow the appropriate *Agreement Termination* procedures stated in Section 18, and I must *Check out* by the deadline shown below:

<b>Vacating during</b>	<b>Checkout deadline</b>
Summer full term	By noon on August 19, 2023
A term only	By 5 p.m. on July 19, 2023
B term only	By noon on August 19, 2023

- 19.3. Prior to my *Checkout*, I will remove all of my personal belongings from my Room and Common Areas and follow the cleaning guidelines . If I do not remove my personal belongings, HFS may pack and store and/or dispose of them at my expense. While HFS intends to make reasonable efforts to protect my belongings, I will not hold the University liable for any damage or loss.
- 19.4. If I do not return my Room keys by the date I provided on my Agreement Termination notice or at the end of the Agreement Period, whichever comes first, I will be assessed other applicable charges for unreturned items and/or labor charges as shown in the incidental housing charges .
- 19.5. If my keys are not returned, I may be assessed a lock change charge in order to secure my Room, plus an additional charge for each unreturned key.
- 19.6. When I Check out, I will leave my Room and Common Areas and all furnishings in good order and repair except for reasonable wear, and pay any repair, replacement and/or cleaning costs as determined by HFS.
- 19.7. If I Check out and do not have a pending application or future assignment, any applicable refund will be returned to me. If the refund is returned to HFS for any reason, the money will be held for one year by HFS before remittance to the Washington State Department of Revenue.
- 19.8. It is my responsibility to keep my local address and permanent address current through MyUW .
- 19.9. Any balance in my dining plan will be forfeited at noon on August 19, 2023.
- 19.10. Any balance in my Husky Card Account will remain in my account when I *Check out* and will be refunded to me upon written request from my *University* email account to [huskycrd@uw.edu](mailto:huskycrd@uw.edu) .

## 20. Emergency Closures

- 20.1. The *University's* inability to make a *Room* available to me for any reason beyond the *University's* control including, but not limited to, natural disaster, fire, flood, earthquake, condemnation, pandemic, epidemic, endemic or other public health emergency, quarantine, utility malfunction, infestation, or other emergency or force majeure event shall not constitute a breach of this Agreement by the University. In such circumstances, the University shall have no liability to me in any way for injuries, reimbursement, damages, inconvenience, annoyance or compensation of any kind. The University may attempt to find, but cannot guarantee, an alternative space for me. If the unavailability of my Room or an alternative space persists for more than 72 hours, I may Terminate this Agreement and Check out during said unavailability without penalty provided that I shall be responsible for all financial obligations incurred up to the date of such Termination. The University agrees to provide me with a pro rata refund, calculated from the date of such Termination to the end of the Agreement Period, of any prepaid housing and dining payment made to the University. Upon resumption of standard operations, Agreement Termination requirements and charges will apply as described in Section 18.
- 20.2. If the University closes all dining facilities for emergency reasons or due to the emergency closure of the University, HFS agrees to provide a pro rata refund of my dining plan balance based on the number of days in which all dining facilities covered by the dining plan were unavailable for one or more meal

periods and the number of days in this *Agreement* excluding all days on which the dining facilities were scheduled for closure prior to the emergency.

## 21. Injury or Property Loss

- 21.1. The *University* shall not have any responsibility or provide any compensation for any injury to me or any guest of mine, or for loss or damage to my property or that of any guest of mine, except to the extent caused by the *University's* negligence. I acknowledge that the *University* recommends that I carry appropriate insurance against such injury, loss or damage. I acknowledge that the *University* does not promise, warrant or guarantee the safety or security of me or any guest of mine, or of my personal property or the personal property of any guest of mine against the actions of other parties.
- 21.2. Nothing in this *Agreement* shall be construed as being intended to protect any person or class of persons from injury or harm.
- 21.3. If there is loss of or damage to my property or that of any guest of mine for any reason beyond the *University's* control including, but not limited to, natural disaster, fire, flood, earthquake, condemnation, pandemic, quarantine, utility malfunction, infestation or other emergency or force majeure event, the *University* shall have no liability to me or any guest of mine for reimbursement, damages, inconvenience, annoyance or compensation of any kind.

## 22. Severability and Choice of Law

- 22.1. The provisions of this *Agreement* are intended to be severable. If any term or condition is determined to be invalid for any reason, the remaining provisions of this *Agreement* shall continue to be valid and enforceable.
- 22.2. This *Agreement* shall be governed in all respects by the laws of Washington State. The parties agree that any legal action related in any way to this *Agreement* shall be brought exclusively in King County, Seattle, Washington.

## 23. Community Health Standards

- 23.1. I will adhere to vaccination requirements established by *HFS*, the *University*, and/or Public Health—Seattle & King County.
- 23.2. I understand there is increased risk in the spread of virus, such as COVID-19, when people are in close proximity with each other, such as congregate housing. I am assuming such risk by signing this *Agreement*.
- 23.3. I understand that all residents are prohibited from behavior that would create a health or safety hazard within *University Housing*, and the *University* may request or require a resident to leave *University Housing* if their continued presence in the housing community poses a health or safety risk for community members. I will comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the *University* or *HFS* as it relates to public health crises including COVID. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social and physical distancing, limitations on gatherings, wearing a face covering, COVID diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into *University Housing*, and quarantine/isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all areas of *University Housing*, including *Rooms, Apartments, bathrooms, community kitchens, lounges, study rooms, courtyards,*

*Common Areas*, dining facilities and other communal spaces. Some areas of *University Housing* may have different requirements than others. Requirements relevant to each area will be provided to residents as necessary.

- 23.4. I understand how the *Agreement* has been, or might be, impacted by different scenarios related to COVID-19 or similar public health crisis.

## Appendix A: Community Standards

### A. Conduct

1. I will respect the rights, privileges and property of other members of the University community and visitors to campus.
2. I will refrain from any conduct that would interfere with University operations or endanger the health, welfare or safety of other persons, myself or animals used by persons with disabilities.
3. I will refrain from any conduct that, in the University's sole judgment, would violate any city, county, state or federal laws. This conduct includes, but is not limited to, theft; robbery; possession of stolen property; damage to or unauthorized possession, use or removal of University property; gambling or wagering activities; directing lasers at any person or mode of transportation; and unauthorized use of any service (e.g., Husky Card, building access cards, authorization codes).
4. I am subject to the Student Conduct Code for the University of Washington.
5. I will comply with the directions of University officials and their authorized agents acting in the performance of their duties.
6. I will not provide false information to or withhold material information from any University staff member or agent acting in the course of their duties.
7. I and my guests will present Husky Cards or other identification to authorized University staff upon request.
8. During posted Quiet Hours, I will refrain from making noise (e.g., loud talking, volume of electronic equipment) that can be heard beyond the boundaries of my Room, apartment or any space I am visiting. Quiet Hours begin at 10 p.m. on the evenings before University classes are in session and at midnight on all other nights. Quiet Hours end each day at 10 a.m. Exceptions: Quiet Hours are in effect at all times in Hansee Hall. Quiet Hours are in effect 24 hours a day beginning the Wednesday before Finals Week of each quarter and extending through the end of Finals Week.
9. I will refrain from making excessive noise (e.g., loud talking, volume of electronic equipment) even outside the designated Quiet Hours and areas.
10. I will refrain from engaging in sports activities and/or using recreational equipment including, but not limited to, bicycles, skates, skateboards, drones, balls, Nerf guns and Frisbees within all University Housing buildings including, but not limited to, Rooms, Common Areas, lounges, terraces, decks, bathrooms, hallways, stairwells and dining areas.
11. I will not commit any act of dishonesty including, but not limited to, personal misrepresentation, knowingly furnishing false information to the University, forgery and the alteration or fraudulent use of

documents including electronic documents or instruments of identification (e.g., misuse of electronic mail systems and computers including unauthorized/illegal access to University-owned Ethernet connections).

12. I will not use language or engage in other behavior that is threatening and that is directed toward any person, including myself.
13. I will not participate in any action or situation involving physical or mental abuse, harassment, bullying, cyber-bullying, intimidation, hazing, pranks and/or other conduct that recklessly or intentionally endangers or threatens the health, safety or welfare of any person or results in damage to University property.
14. I will not participate in conduct that violates the University's policies regarding sexual misconduct as defined in the Student Conduct Code for the University of Washington (Title 478-121 WAC).
15. I will not use my Roommate's possessions without their prior consent.

## **B. Substance Use**

1. I will not possess, use, purchase or be under the influence of alcohol if I am less than 21 years of age.
2. I will not be visibly intoxicated even if I am of legal drinking age.
3. I will not knowingly be in the presence of alcohol if I am less than 21 years of age. Exception: If my assigned Roommate is 21 years of age or older, they may possess or consume alcohol in my Room or apartment in accordance with applicable policies.
4. I will not provide or serve alcohol to anyone less than 21 years of age, nor will I host or promote an event where alcohol is present and any guest who is less than 21 years of age is in attendance.
5. I will not possess alcohol containers if I am less than 21 years of age.
6. I will not possess or consume alcohol in public places including, but not limited to, lounges, Common Areas within clusters, study rooms, hallways, entryways, elevators, stairwells, balconies, terraces and decks. If the door of a Room is open, the Room is considered a public place.
7. I will not manufacture or sell alcohol either directly or indirectly.
8. I will not display advertisements of alcohol that are visible outside my Room.
9. I will not possess, share, sell or use kegs, beer bongs, beer balls or other common-source containers of alcohol, nor will I possess a large quantity of alcohol or alcohol containers intended for or used by a group rather than an individual.
10. I will not allow possession, consumption or storage of alcohol at any time in my Room or apartment if I am less than 21 years of age. Exception: If my assigned Roommate is 21 years of age or older, they may possess or consume alcohol in my Room or apartment in accordance with applicable policies.
11. I will not use, possess, possess with intent to deliver, deliver, manufacture, purchase, sell, share, distribute, transport, or be under the influence of illegal drugs or controlled substances as defined in RCW Chapter 69.50 or United States Code Title 21 Section 802 including, but not limited to, any quantity of marijuana. Possession of a medical marijuana license or prescription does not provide exemption from this policy.
12. I will not be knowingly in the presence of marijuana, illegal drugs or controlled substances.
13. I will not possess any drug paraphernalia.

14. I will not smoke or use electronic cigarettes or vaporizers or permit my guests to smoke or use electronic cigarettes or vaporizers in any University building or non-designated smoking area. Smoking on the University campus is permitted only in designated areas .

## **C. Guests**

1. I understand that only I and my assigned *Roommate* may reside in my *Room*, apartment or cluster.
2. I understand that I may be held responsible for any violation of *University* policies, rules, regulations and other standards of conduct by my guests in *University Housing*.
3. I will meet my guests at the entrance of my building and accompany them at all times while in the building.
4. I will not allow my guests to stay overnight in my *Room* unless I obtain the prior consent of my *Roommate*. I will not pressure my *Roommate* to consent to my guests staying overnight.
5. I will not allow my guests to stay overnight more than three consecutive nights and no more than a total of seven nights during my *Occupancy Period*.
6. I will ensure that the presence of my guests will not restrict my *Roommate* from free access to our *Room* or any *Common Area*, or create a situation that would infringe on my *Roommate's* right to remain undisturbed.
7. I will not allow my guests to occupy my *Room* unless I am also present.
8. The *University* has the authority to require that any guest leave *University Housing* and may prohibit any guest from being on *University* premises. I will cooperate with any request by the *University* that my guests leave, and I agree not to allow anyone who I know to have been prohibited or excluded from *University Housing* premises by the *University* to be present in my *Room* or on *University Housing* premises.

## **D. Safety and Security**

1. I will not provide building access to someone I do not know.
2. I will not lend or give my Room keys or my Husky Card to anyone nor will I use the Room key or Husky Card of another student.
3. I will not duplicate or misuse a University key or Husky Card.
4. I will not enter any residential Room areas within University Housing other than the one I am assigned to unless I am accompanied by a resident of that community.
5. I will not possess candles. (For ceremonial candle use, please contact your Community Manager.)
6. I will not burn incense or anything with an open flame or do anything to violate the Seattle Fire Code . (For ceremonial use of incense or sage, please contact your Community Manager.)
7. I will not sleep or allow my guests to sleep in the lounges or other Common Areas.
8. I will not use, store or possess fireworks, ammunition, explosives, flammable liquids, propane, other compressed gases, spray paint or other hazardous materials.
9. I will not:

- Possess, use, manufacture, transport, display, sell or distribute any firearms, electroshock weapons, air-powered guns (e.g., BB guns, air soft guns, pellet guns, paint guns), or other weapons or replicas of any of the above-mentioned items.
  - Possess any knife having a blade longer than three inches that is not used for culinary purposes.
  - Possess any knife having a blade that projects or swings into position by force of a spring (e.g., switchblade).
  - Intentionally wield or brandish any item capable of producing bodily harm in a manner that intimidates another person or warrants fear for safety of another person.
10. I will not under any circumstance use outside of the intended purpose, hang anything on, or tamper with any safety device, sign or equipment including, but not limited to, fire pull stations, smoke detectors, heat detectors, sprinklers, sprinkler valves, sprinkler pipes, water pipes, fire extinguishers, alarm systems, asbestos materials stickers, or any areas labeled by an asbestos materials sticker. I will report safety equipment malfunctions to University staff immediately.
11. If I am responsible for fire alarm activation, I may be charged for costs associated with the response by fire safety personnel.
12. I will not enter or exit through any window except as a health or safety emergency egress out of a building.
13. I will not throw, drop, propel or pour anything from windows, balconies, ledges, landings or stairwells.
14. I will not access roofs or climb on the sides of buildings or be on the outside ledges of buildings.

## **E. Pets**

1. I will not allow or keep any pets or animals on the premises with the exception of fish.

## **F. Communication and Computing**

1. I will read all correspondence and information sent by *HFS* to my *University* email account or mailbox or posted on my *Room* door, and I will promptly respond if requested.
2. I will keep my local address and permanent address current through [MyUW](#) .
3. I will use *University* computer resources in accordance with all *University* policies and applicable laws including, but not limited to, the *University's* Guidelines for [Appropriate Use of University Resources](#) .

## **G. Facilities**

1. I will not use or possess prohibited equipment or appliances as listed on the [9-month move in page](#) .
2. I will not cook in any lounge, lobby, television room, or other public area except for designated kitchens and kitchenettes.
3. I will not leave cooking equipment unattended while in use.
4. I will not tamper with or interfere with the operation of security systems, locks or elevators, unlock doors designated to be locked, or prop any door.
5. I will familiarize myself with and abide by emergency evacuation instructions and procedures including, but not limited to, evacuation drills.

6. I will keep my Room and Common Areas clean, orderly and in good condition at all times, and will comply within 24 hours with any University-prescribed corrective action. I will be responsible for any charges that result from my failure to keep my Room or shared areas clean, orderly or in good condition.
7. I will not obstruct any walkway, hallway, stairwell, door or any part of the premises and grounds.
8. I will not put any decorative lighting, decoration, object or equipment in the hallways, stairways or exits.
9. I will not display or hang the following items on the exterior of Room doors: decorative lighting, large combustible items, items that hang from door frames, and items that cover over fifty percent of the door, the Room number or the peephole.
10. I may have artificial, nonmetallic trees and living potted trees and plants in my Room. I will not display trees or plants in any lounge or public area.
11. I may decorate only with miniature, low-heat producing electric lights that are Underwriter Laboratories, Inc. (UL) approved or with nonelectrical decorations. LED lights are recommended.
12. I will not allow light bulbs or lighted decorations to come in contact with combustible materials.
13. I will turn off all electrical decorations when my Room is unoccupied.
14. I will not place, store, display or hang any items on or outside windows, roofs, outside ledges, stairwells, landings, hallways or any other Common Area.
15. I will not vandalize, destroy, damage or tamper with or move from their designated locations materials posted by or the property of the University, of University contractors or vendors, or of other residents or their guests.
16. I will not operate, park or store motorcycles or motorized scooters inside any building or on stairwells, patios, porches, walkways, terraces or decks.
17. I will not use my Room or any other University Housing facility for commercial purposes or financial profit.
18. I will not post any materials outside my Room except as allowed in the [University Housing Posting Policy](#) .
19. I will not solicit or distribute promotional materials except as allowed in the [Residential Life Solicitation Policy](#) .
20. I will place garbage, recyclables and compostable items in specifically designated collection sites. I may be required to pay any applicable city of Seattle fines for disposing of recyclables or compostable items in improper waste containers.
21. I will not install, alter or remove any fixtures, mechanisms or locks in University Housing premises. This includes, but is not limited to, removing windows or screens, installing shelves or hooks, damaging walls, painting or paneling surfaces, removing doors, removing drapes or blinds, replacing light fixtures, or tampering with the heating system. I will not paint or make any permanent changes to my Room or apartment.