

# UW Housing Family Housing Agreement

July 1, 2023–June 30, 2024

## Definitions

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

**Agreement:** The *Family Housing Agreement* for 2023–24.

**Agreement Period:** The period commencing on the *Effective Date* and continuing on a month-to-month basis through *Move-out*.

**Apartment:** A *University*-assigned unit located in Blakeley Village, Laurel Village or Stevens Court including any assigned exterior storage closets, patios, porches, balconies and stairwells.

**Common Areas:** All areas on *Family Housing* premises for the common use of *Family Housing* residents including, but not limited to, community centers, entry areas, hallways, parking areas, courtyards, grounds and stairwells.

**Effective Date:** The date this *Agreement* begins as indicated in the assignment confirmation email.

**Family:** Spouse, registered same-sex domestic partner and/or dependent children living with the student.

**Family Housing:** Blakeley Village, Laurel Village and Stevens Court.

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

**Housing Rate:** The monthly amount specified at [hfs.uw.edu/rates](https://hfs.uw.edu/rates), to be paid by the student to the *University* as consideration for the privilege of residing in a *Family Housing Apartment*.

**Move in, Move-in:** Obtaining *Apartment* keys from *HFS*.

**Move out, Move-out:** The *Termination* of use and relinquishment of possession by the student and *Family* of the student's *Apartment*.

**Prepayment:** A payment of \$500 required to accept an *Apartment* within *Family Housing*.

**Transfer:** Moving from one *Apartment* to another *Apartment* within *University Housing*.

**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).

**Vacate:** Refer to *Move out*.

# 1. General Provisions

- 1.1. I agree to all of the terms and conditions of this Agreement and acknowledge that 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 the use and occupancy by my Family and me of an Apartment in Family Housing 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 an Apartment and common areas in Family Housing 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 Apartment, or any other rights or benefits granted hereunder, to another person except as authorized by HFS as stated in Section 16.
- 1.6. The terms of this Agreement will begin on the Effective Date and continue on a month-to-month basis until it is terminated by the University or me.
- 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, and/or require that my Family and I Move out of Family 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. More information can be found at [uw.edu/safety/alert](http://uw.edu/safety/alert).
- 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 my Family and I Move out of Family 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 9.12.
- 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. I may authorize the release of information at MyHFS.
- 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 DRS website. HFS cannot proceed with disability accommodation without direction from DRS.

- 1.13. I am required to adhere to vaccination requirements established by HFS, the University, and/or Public Health—Seattle & King County.
- 1.14. In the event that the University sells or otherwise transfers its interest in a building, the University shall have the right to transfer and 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.
- 1.15. 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 *Family Housing* because I meet and will maintain while in residence all of the following eligibility criteria and expectations, as well as any eligibility criteria as required by [WAC 478-156-016](#):
  - 2.1.1. I currently am or have been accepted as a student at the University, and I will maintain my status as a full-time registered student. Full-time is defined as:
    - 2.1.2. A graduate student registered for and earning a minimum of 10 credits per quarter in at least three of the four quarters during the academic year, which begins in autumn quarter; or,
    - 2.1.3. An undergraduate student registered for and earning a minimum of 12 credits per quarter in at least three of the four quarters during the academic year, which begins in autumn quarter.
- 2.2. If I am graduating, I am considered eligible to reside in my Apartment up to 30 days after my graduation date as long I follow the procedures outlined in Section 16.
- 2.3. I will reside in and occupy my assigned Apartment with my Family. My Family will be required to Vacate when I Move out of the Apartment.
- 2.4. I have not been dismissed from any University Housing facility nor has the University ever Terminated my agreement, contract or lease, or filed an eviction or unlawful detainer action against me for any University Housing facility.
- 2.5. I have not Vacated at the request of the University's designated property management company in lieu of legal eviction from any University Housing facility.
- 2.6. My Apartment size is assigned based on my Family size, as outlined online on the Family Housing Eligibility page.
- 2.7. If my Family size changes, I will notify the HFS Student Services Office, 210 Lander Hall or [hfsinfo@uw.edu](mailto:hfsinfo@uw.edu), as much as three months before and no less than 72 hours after the change, so that arrangements can be made to Transfer my Family to an appropriately sized Apartment, if necessary. I will be required to provide appropriate documentation to confirm my eligibility for a particular Apartment size.
- 2.8. Only my Family and I will occupy these premises unless the University gives advance written permission for changes.
- 2.9. If at any time after I have submitted this Agreement I become ineligible under the eligibility criteria stated above to reside in Family Housing, I agree to inform the HFS in writing at [hfsinfo@uw.edu](mailto:hfsinfo@uw.edu) of

my ineligibility within 24 hours of me becoming ineligible, and to Move out as described in Section 15 within 20 days of becoming ineligible, unless I am required to Vacate earlier as described in this Agreement.

### 3. Criminal Offenses

- 3.1. If I have been or anyone in my *Family* has been arrested for, with prosecution ongoing, or convicted of a sex offense; or has entered a deferred adjudication agreement relating to a sex offense; or has been or is under active supervision by any state, territory or foreign country related to a sex offense; or has been or is 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 *Apartment* deemed appropriate by the *University*.
- 3.2. If after submitting this *Agreement* and my housing application I am or anyone in my *Family* is 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 is required to register as a sex offender, I will inform *HFS* of the 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 and my *Family Move 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 and my *Family Move out* as additional information is obtained.
- 3.3. I will provide the *University* with any information it requests related to my or my *Family* member's 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 Move-in

- 4.1. The duration of this *Agreement* is for the period commencing on the *Effective Date* and continuing on a month-to-month basis through *Move-out*.
- 4.2. Any request to *Move in* more than 72 hours after my assigned *Move-in* date must be submitted in advance to *HFS* at [hfsinfo@uw.edu](mailto:hfsinfo@uw.edu).

### 5. Cancellation

- 5.1. I may cancel my housing application at no charge before I have signed this Agreement.
- 5.2. If I cancel my housing assignment after I have signed this Agreement, I will be assessed a \$500 cancellation charge.

### 6. Apartment Assignment

- 6.1. Submission of a housing application or *Agreement* does not guarantee me an *Apartment* in *University Housing*.
- 6.2. Only my *Family* and I may reside in my *Apartment*.

- 6.3. *HFS* reserves the right to reassign me to another *Apartment* 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, to accommodate facility operations or repair, to accommodate students with disabilities, or to further the best interests of the University and/or its community. I may be required to move to another *Apartment* with a 72-hour notice.
- 6.4. Residents are required to comply with requests from *HFS* to leave their assigned space within 24 hours due to COVID 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.

## 7. Prepayment

- 7.1. I will submit a \$500 Prepayment at the time I apply for housing.
- 7.2. If I have been identified as eligible for Prepayment deferment, I may apply for housing without submitting a Prepayment.
- 7.3. The Prepayment will be used to pay future charges to my housing and dining account.

## 8. Housing Charges

- 8.1. I will be charged for and will pay the *Housing Rate* for the *Apartment* type to which I am assigned starting on the *Effective Date*. *Housing Rates* are established by the University of Washington Board of Regents and can be viewed on [Housing and Dining Rates page](#).
- 8.2. The *Housing Rate* includes:
- 8.2.1. Blakeley Village and Laurel Village include: water, sewer and garbage services; and one on-site parking permit. I understand that payment for any utilities not included in my *Housing Rate* is my responsibility.
  - 8.2.2. Stevens Court includes: water, sewer and garbage services; gas; Internet access; televised programming and electricity. A temporary failure in utility service is not a breach of this Agreement.

## 9. Other Charges

- 9.1. Incidental charges: I will pay any incidental charges by the first of the following month in which they are charged unless I Move out before the end of that month, in which case I will pay them before I Move out.
- 9.2. Laundry Charge: On-site laundry facilities are available. I will be charged a quarterly access charge for use of laundry facilities if I opt-in. The charge is per quarter and not prorated.

## 10. Payments

- 10.1. I will select one of the following payment plans when I submit my housing acceptance form. The payment plan I select will determine my payment due dates.
- 10.1.1. **Monthly Payment Plan:** I will pay my monthly *Apartment* charges by the first day of each month.

10.1.2. **Financial Aid Payment Plan:** HFS will post charges to my student fiscal services account. Any available funds, up to the full quarterly balance due, will be electronically transferred to HFS. If the full quarterly balance is not covered, I will pay any remaining balance according to the following schedule:

Month	Due date
September, October	October 13, 2023
January	January 19, 2024
April	April 14, 2024
July	July 5, 2024
November, December, February, March, June, August	Payments are due by the first day of the month

10.1.3. If the *Effective Date* is after the first of the month, I will be charged for and will pay the first month's pro rata amount, based on the daily rates shown at [hfs.uw.edu/rates](https://hfs.uw.edu/rates), on or before the *Effective Date*.

10.2. 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 16.

10.3. During my *Agreement Period*, all billing adjustments and incidental charges placed on my account after the due date are due by the first of the month.

10.4. I may view my [Statement of Account](#) at any time.

10.5. I will make payments in one of the following manners:

- 10.5.1. 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,
- 10.5.2. 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,
- 10.5.3. 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,
- 10.5.4. In person with a check at the HFS Student Services Office in 210 Lander Hall; or,
- 10.5.5. By authorizing HFS to transfer funds directly from my University financial aid account.

10.6. I may authorize transfer of funds through the following date:

Quarter	Funds transfer deadline
Autumn quarter	August 31, 2023
Winter quarter	November 30, 2023
Spring quarter	February 28, 2024
Summer quarter	June 1, 2024

- 10.6.1. I may authorize transfer of funds when I apply for housing or by emailing [hfsinfo@uw.edu](mailto:hfsinfo@uw.edu).
- 10.7. I will be assessed a late payment charge if my account is not paid in full within five calendar days of the due date regardless of the method of payment. 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. As seen on the [incidental housing charges](#) page.
- 10.8. If I have any questions about my account, I will contact the *HFS* Student Services Office (210 Lander Hall or [hfsinfo@uw.edu](mailto:hfsinfo@uw.edu) or 206-543-4059) before my account becomes delinquent.
- 10.9. If I fail to make payments as required by this *Agreement*:
- 10.9.1. *HFS* may contact the person(s) I have designated as authorized to receive my financial account information; and,
- 10.9.2. The *University* may declare me in breach of and *Terminate* this *Agreement*, *Terminate* my assignment, require that I *Move 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 10.12; and,
  - Assessing legal fees and moving and storage costs; and,
  - Obtaining a legal judgment against me for any balance due.
- 10.10. 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.
- 10.11. After I *Move out*, all charges are due immediately.
- 10.12. 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.
- 10.13. 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.

## 11. Community Standards

- 11.1. 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 *Apartment* to which I am assigned but also while I am in 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.
- 11.2. 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.

## 12. Transferring to a Different Apartment

- 12.1. I may only *Transfer* to a different *Apartment* with prior written approval by an authorized *HFS* staff member.
- 12.2. I must live in my *Apartment* for a minimum of six months before I may *Transfer* to another *Apartment*.
- 12.3. *HFS* staff will inspect my original *Apartment* before my *Transfer* request is approved, and I may be required to pay for damages and cleaning.
- 12.4. If I wish to *Transfer*, I must follow all *Transfer* procedures, which can be found on the [Family Housing Transfer Request](#) page.
- 12.5. If *HFS* approves my *Transfer* request or I am required to *Transfer* as part of a disciplinary process, I will be assessed a nonrefundable *Transfer* [charge](#).
- 12.6. If I do not follow proper *Transfer* procedures, I will be charged an improper *Transfer* [charge](#) in addition to the *Transfer* charge.
- 12.7. I will be required to pay the *Apartment* rate for the new *Apartment* effective the date my *Transfer* begins.
- 12.8. I must return my originally assigned *Apartment* keys to the location designated by *HFS* by my *Transfer* deadline. If my keys are not returned by the deadline, I will be assessed the daily rate for both *Apartments* until the keys to my originally assigned *Apartment* are returned, and I will be charged an improper *Transfer* charge.
- 12.9. If I make a *Transfer* without prior approval from an authorized *HFS* staff member:
  - 12.9.1. I will be assessed an unauthorized *Transfer* [charge](#); and,
  - 12.9.2. I will be charged the daily *Apartment* rate for both *Apartments* until I have *Moved out* of my originally assigned *Apartment* or I have moved back to my originally assigned *Apartment*; and,
  - 12.9.3. I will be assessed a *Transfer* [charge](#) if *HFS* approves my *Transfer* request; and,
  - 12.9.4. I may be assessed an improper *Transfer* [charge](#) if I do not follow proper *Transfer* procedures.
- 12.10. Prior to my *Transfer* deadline, I will remove all of my personal belongings from my *Apartment* and follow the cleaning guidelines on the [Family Housing Transfer Request](#) page. 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.
- 12.11. If my keys are not returned by my *Transfer* deadline, I may be assessed a lock change charge in order to secure my *Apartment*, plus an additional charge for each unreturned key.
- 12.12. A list of incidental housing charges can be found on the [Incidental Charges](#) page.



## 13. Entry and Inspection

- 13.1. *University* staff and contractors have the right to enter my *Apartment* during reasonable hours for inspections, to make repairs or alterations, or to conduct cleanliness and safety checks.
- 13.2. Except in emergencies or when it is impractical, the *University* will give me at least a 48-hour notice of its intent to enter my *Apartment* and will enter only at reasonable times. However, if I request or if my *Family* member requests repairs or maintenance, which includes but is not limited to the submission of a work order, I will not receive any prior notice that *University* staff or designees will be entering my *Apartment*.
- 13.3. If I *Move out* without properly notifying *HFS*, I waive my right to receive notice of entry.

## 14. Cleaning, Alterations and Damages

- 14.1. Within one week of the Effective Date, I will inspect and, if necessary, submit a [work order](#) for any 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 *Move out*.
- 14.2. I will report any lost Apartment key to the Lander Desk (Stevens Court residents) or to the Blakeley Village Residential Life Office (Blakeley Village and Laurel Village residents) immediately. If, after 72 hours, I have not demonstrated to *HFS* that I have located my key(s), any affected locks will be changed at my expense. I may be assessed a [lock change charge](#) in order to secure my Apartment, plus an additional charge for each unreturned key or building access card.
- 14.3. I will keep my *Apartment* clean, orderly and in good condition at all times and will properly dispose of garbage, recyclables and compost items in the designated collection sites. I will be responsible for any charges that result from my failure to keep my Apartment clean, orderly and in good condition.
- 14.4. I will not make any repairs or alterations to any University Housing premises. If repairs are required, I must submit a work order.
- 14.5. If I, my Family member 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*.
- 14.6. When I *Move out*, I will leave my Apartment and all items in good order and repair except for reasonable wear, and pay any repair, replacement and/or cleaning costs as determined by *HFS*.

## 15. Sublicense

- 15.1. I am permitted to sublicense my Apartment as long as I have prior written approval from *HFS*; and:
- 15.2. I have lived in my Apartment for a minimum of six months before I may sublicense my Apartment; and,
- 15.3. I will be residing in University Housing for the academic quarter following my sublicense request; and,
- 15.4. My sublicense is approved by *HFS* prior to my Vacate.
- 15.5. If *HFS* approves my sublicense request, I will be assessed a sublicense charge. Sublicense procedures can be found on the Family Housing Sublicense page.

- 15.6. If I choose to sublicense my Apartment, I understand that I am still responsible for making housing payments to HFS, and any arrangements I make with my sublicensee are made independent of HFS and this Agreement.
- 15.7. I must submit my sublicense request online on MyHFS least 14 days prior to my intended sublicense start date. If I do not submit my sublicense request at least 14 days in advance of my intended sublicense start date, I will be responsible for paying a late sublicense notice charge based on the number of days less than the required 14-day notice.
- 15.8. I may only sublicense my Apartment for dates that closely mirror an academic quarter and for no less than a four-week period.
- 15.9. If my sublicense request is approved, I am required to return my keys to the Lander Desk (Stevens Court residents) or to the Blakeley Village Residential Life Office (Blakeley Village and Laurel Village residents) prior to permitting my sublicensee access to my Apartment.
- 15.10. I authorize the University to provide to my sublicensee information regarding my account status, such as if my account is past due or at risk of being Terminated. I waive any claims against the University that might relate to or arise from the provision of such information.
- 15.11. If I do not follow proper sublicense procedures, I will be charged an improper sublicense charge.
- 15.12. If I sublicense my Apartment without prior authorization from HFS:
- 15.12.1. I will be assessed an improper sublicense charge; and,
  - 15.12.2. I may be assessed a sublicense charge; and,
  - 15.12.3. I may be assessed a late sublicense notice charge per day for a maximum of 14 days as referenced in Section 15.7; and,
  - 15.12.4. My intended sublicensee may be required to Move out immediately; and,
  - 15.12.5. I may be assessed a lock change charge plus an additional charge for each unreturned key in order to secure my *Apartment*.

## 16. Agreement Termination, Graduation and Move-out

### 16.1. Agreement Termination (Intent to Vacate)

- 16.1.1. I may *Terminate* this *Agreement* after I *Move in* by providing the *University* with at least 30-days' notice.
- 16.1.2. I must submit an Intent to *Vacate* form on [MyHFS](#) 30 days before I intend to *Move out*.
- 16.1.3. If I fail to provide at least 30-days' notice, I will be assessed an insufficient notice charge equivalent to 30 days of my *Housing Rate* beginning the date my Intent to *Vacate* form is submitted.
- 16.1.4. I agree to allow *HFS* to show my *Apartment* to prospective residents even in my absence, as explained on the Intent to *Vacate* form.
- 16.1.5. The *University* may declare me in breach of and/or *Terminate* this *Agreement* and require that I immediately *Move out* of my *Apartment* if I fail to abide by or fulfill any term of this *Agreement* including, but not limited to, the Community Standards, the Student Conduct Code, meeting financial obligations or maintaining eligibility.

### 16.2. Graduation

- 16.2.1. I must submit an Intent to Vacate form no fewer than 30 days prior to my Move-out date; and,
- 16.2.2. My Move-out date must occur within 30 days of my graduation.
- 16.2.3. If I fail to provide proper notice:
- 16.2.4. My Agreement is subject to Termination by the University; and,
- 16.2.5. I must Move out within 30 days of my graduation; and,
- 16.2.6. I will be financially responsible for the entire 30-day notice period.

### 16.3. Move-out

- 16.3.1. Prior to *Move-out*, I will remove all personal belongings from my *Apartment* and follow the [cleaning guidelines](#).
  - 16.3.2. When I *Move out* of my *Apartment* or *Transfer* to another *Apartment*, I will follow proper [Move-out procedures](#).
  - 16.3.3. If I do not remove all 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 or my *Family's* belongings, I will not hold the *University* liable for any damage or loss.
  - 16.3.4. If I do not return my *Apartment* keys to my regional desk or notify *HFS* that keys have been left in the *Apartment* by the date I provided on my Intent to Vacate form, I will be charged the *Housing Rate* until I *Move out* and return my *Apartment* keys.
  - 16.3.5. If any *Apartment* key is not returned, I may be [charged for a lock change](#) to secure the *Apartment*, plus an additional charge for each unreturned key.
  - 16.3.6. Any outstanding balance owed on my housing account upon *Move-out* will need to be paid immediately.
  - 16.3.7. *HFS* will attempt to return my refund 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.
  - 16.3.8. It is my responsibility to keep my local address and permanent address current through [MyUW](#).
- 16.4. If I leave my *Apartment* permanently without formally *Moving out*, *HFS* will begin abandonment procedures, which includes contacting roommates, neighbors, the registrar and other UW 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*.

## 17. Emergency Closures

- 17.1. The *University's* inability to make an *Apartment* available to me and my *Family* 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 shall not constitute a breach of this *Agreement* by the *University*. In such circumstances, the *University* shall have no liability to me and my *Family* 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 and my *Family*. If the unavailability of my *Apartment* or to an alternative space persists for more than 72 hours, I may terminate this *Agreement* and *Move 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 payment made to the *University* and to return my deposit pursuant to this *Agreement*. Upon resumption of standard operations, *Agreement Termination* requirements and charges will apply as described in Section 16.

## 18. Injury or Property Loss

- 18.1. The *University* shall not have any responsibility or provide any compensation for any injury to me, any *Family* member or any guest of mine, or for loss or damage to property, except to the extent caused by the *University's* negligence. I acknowledge that the *University* recommends that my *Family* and 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 the person or property of myself, my *Family* or any guest of mine against the actions of other parties.
- 18.2. Nothing in this *Agreement* shall be construed as being intended to protect any person or class of persons from injury or harm.
- 18.3. If there is loss of or damage to my property, my *Family's* property or the property 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, my *Family* or any guest of mine for reimbursement, damages, inconvenience, annoyance or compensation of any kind.

## 19. Severability and Choice of Law

- 19.1. 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.
- 19.2. 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.

## 20. Community Health Standards

- 20.1. I will adhere to vaccination requirements established by HFS, the *University*, and/or Public Health–Seattle & King County.
- 20.2. 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*.
- 20.3. 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 allowed 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.

20.4. I understand how this Agreement has been, or might be, impacted by different scenarios related to COVID-19 or a 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 will comply with the directions of *University* officials and their authorized agents acting in the performance of their duties.
5. 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.
6. I and my guests will present Husky Cards or other identification to authorized *University* staff upon request.
7. I will refrain from making noise that can be heard beyond the boundaries of my *Apartment* at any time.
8. 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).
9. I will not use language or engage in other behavior that is threatening and that is directed toward any person, including myself.
10. 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.

11. 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* (Title 478-121 WAC).
12. I will not leave a child unattended.

## **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 manufacture or sell alcohol either directly or indirectly.
4. I will not display advertisements of alcohol that are visible outside my *Apartment*.
5. I will not possess, share, sell or use kegs, beer bong, 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.
6. 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.
7. I will not be knowingly in the presence of marijuana, illegal drugs or controlled substances.
8. I will not possess any drug paraphernalia.
9. 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 will ensure that my guests abide by University policies, rules, regulations and other standards of conduct while on Family Housing premises and will be held responsible for any violations by my guests.
2. I will not allow my guests other than my Family to occupy my Apartment on an extended or permanent basis.
3. The University has the discretion 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 *Apartment* or on *University Housing* premises.

## **D. Safety and Security**

1. I will not use, store or possess fireworks, ammunition, explosives, flammable liquids, propane, other compressed gases, spray paint or other hazardous materials.
2. I will not lend or give my *Apartment* keys or my *Husky Card* to anyone nor will I use the *Apartment* key or *Husky Card* of another student.
3. I will not duplicate or misuse a *University* key or *Husky Card*.

4. 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, etc.) 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.

5. 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.
6. If I am responsible for fire alarm activation due to smoke from cooking, I may be charged for costs associated with the response by fire safety personnel.
7. I will not enter any residential areas within *University Housing* other than the one I am assigned to unless I am accompanied by a resident of that community.
8. I will not enter or exit through any window except as a health or safety emergency egress out of a building.
9. I will not throw, drop, propel or pour anything from windows, balconies, ledges, landings or stairwells.
10. I will not access roofs or climb on the sides of buildings or be on the outside ledges of buildings.
11. I will not leave any open flame, including candles or incense, unattended, nor will I use any type of fire pit.

## **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 Apartment 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 space heaters (except those provided by HFS), waterbeds, appliances that exceed the usage limits of my Apartment, or privately-owned ranges, refrigerators or dishwashers. One portable, free-standing air-conditioning unit may be installed in my Apartment provided it meets Underwriter Laboratories, Inc. (UL) safety standards, does not exceed 10 amps and 125 volts, and is safely and securely installed in accordance with the manufacturer's instructions. Toasters may only be used in designated kitchen/kitchenette areas.



2. I will not leave my Apartment while cooking and/or while operating the range.
3. I will not allow smoke from my cooking to interfere with the air supply of any residential building.
4. I will not duplicate or misuse a University key or Husky Card.
5. 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.
6. I will not make any repairs myself. If repairs are needed, I will submit a work order.
7. I will familiarize myself with and abide by emergency evacuation instructions and procedures including, but not limited to, evacuation drills.
8. I will keep my Apartment 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 including, but not limited to, cleaning, removal of items, and pest and rodent control, that result from my failure to keep my Apartment clean, orderly or in good condition.
9. I will not obstruct any walkway, hallway, stairwell, door or any part of the premises and grounds.
10. I will not drive on or park in designated fire lanes.
11. I may have artificial, nonmetallic trees and living potted trees and plants in my Apartment. I will not display trees or plants in any lounge or public area.
12. I may decorate only with miniature, low-heat producing electric lights that is UL approved or with nonelectrical decorations. LED lights are recommended.
13. I will not allow light bulbs or lighted decorations to come in contact with combustible materials.
14. I will turn off all electrical decorations when my Apartment is unoccupied.
15. I may install and use an electronic surveillance device provided doing so does not violate any other stipulations within this Agreement, including those related to alterations, posting, fixtures and mechanisms.
16. 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.
17. I will not vandalize, destroy, damage, tamper with or move materials that are the property of the University, University contractors and vendors, other residents or their guests from their designated locations.
18. I will not operate, park or store motorcycles or motorized scooters inside any building or on stairwells, patios, porches, walkways, terraces or decks.
19. I will store only working vehicles in a parking space; other items are not allowed including, but not limited to, vehicles that are mechanically unsound, inoperative or that are being used for storage.
20. I will not use my Apartment or any other University Housing facility for commercial purposes or financial profit.
21. I will not sell my room assignment or otherwise profit in any way from my assigned Apartment.
22. I will not solicit or distribute promotional materials except as allowed in the at Residential Life Solicitation Policy .

23. I will place garbage, recyclables and compostable items in the specifically designated collection sites. I may be required to pay any applicable city of Seattle fines for disposing of recyclables in improper waste containers.
24. 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 and tampering with plumbing or heating systems. I will not paint or make any permanent changes to my Apartment.