

2019–20 Family Housing Agreement

I. Definition

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

Agreement: The Family Housing Agreement.

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.

Condition of Premises Form: The form used to identify the condition of *Apartments*.

Deposit: A payment of \$300 required to occupy an *Apartment* within *Family Housing*.

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

Family: Spouse, registered same-sex domestic partner and/or legal dependents 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 www.hfs.uw.edu/rates19-20, 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*.

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*.

II. General Provisions

- A. 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.
- B. 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.
- C. 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 2019–20 Cosigner Agreement, available at <https://catalyst.uw.edu/webq/survey/hfsinfo/362552>, within two weeks of my application submission.
- D. 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*.
- E. 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 XII.
- F. 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.
- G. 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.
- H. 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*.
- I. My assignment and account information will not be released to any person regardless of their relationship to me unless I provide authorization via my Housing Student Profile at <https://myhfs.housing.uw.edu/myhfs> and as stated in Section XII.G.
- J. My primary cell number will be provided to the *University* for use by the emergency alert system. More information can be found at www.uw.edu/safety/alert.
- K. 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 VII.K.
- L. *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 <https://myhfs.housing.uw.edu/myhfs>.

- M. If I am seeking an accommodation for a disability, I must submit a Disability Resources for Students (DRS) Disability Housing Request at <http://depts.washington.edu/uwdrs/housing> by the deadline shown at www.hfs.edu/accommodation. Additional information is available at www.disability.uw.edu. HFS cannot proceed with disability accommodation without direction from DRS.
- N. This *Agreement* may be amended with a 30-day notice by the *University* during the term of this *Agreement*.

III. Eligibility

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, which may be viewed at <http://apps.leg.wa.gov/wac/default.aspx?cite=478-156-016>.

- A. 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:
1. 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. 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.
- B. 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 XIII.
- C. 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*.
- D. 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.
- E. 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.
- F. My *Apartment* size is assigned based on my *Family* size, as outlined online at www.hfs.uw.edu/fheligibility.
- G. If my *Family* size changes, I will notify the HFS Student Services Office, 210 Lander Hall or 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.
- H. Only my *Family* and I will occupy these premises unless the *University* gives advance written permission for changes.
- I. 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 of my ineligibility within 24 hours of me becoming ineligible, and to *Move out* as described in Section XIII within 20 days of becoming ineligible, unless I am required to *Vacate* earlier as described in this *Agreement*.

IV. Criminal Offenses

- A. If I have been or anyone in my *Family* has been arrested for, with prosecution ongoing, or convicted of a sex offense; or have/has entered a deferred adjudication agreement relating to a sex offense; or have/has been or am/is under active supervision by any state, territory or foreign country related to a sex offense; or have/has been or am/is required to register as a sex offender, I must notify HFS in writing at 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*.
- B. 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 am/is required to register as a sex offender, I will inform HFS of my offense in writing at 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.
- C. 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*.

V. Apartment Assignment

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

VI. Charges

- A. Deposit
1. I will pay a one-time *Deposit* of \$300 when I accept my *Apartment* offer.
 2. The *Deposit* does not apply toward housing payments.
 3. HFS will hold my *Deposit* until I *Move out* without any future application HFS housing application.

B. Housing Charges

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 at www.hfs.uw.edu/rates19-20.
2. The *Housing Rate* includes:
 - a. Blakeley Village—water, sewer and garbage services. I understand that payment for any utilities not included in my *Housing Rate* is my responsibility.
 - b. Laurel Village—water, sewer and garbage services. I understand that payment for any utilities not included in my *Housing Rate* is my responsibility.
 - c. Stevens Court—water, sewer, garbage services, gas, Internet access, cable TV and electricity.
3. A temporary failure in utility service is not a breach of this *Agreement*.

C. Incidental Charges

I will pay any incidental charges by the end of the 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*. A list of Incidental Housing Charges can be found at www.hfs.uw.edu/charges.

VII. Payments

A. I will select one of the following payment plans when I submit my housing application. The payment plan I select will determine my payment due dates.

1. Monthly Payment Plan: I will pay my monthly *Apartment* charges by the first day of each month.
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.

Housing Charges	Monthly Payment Plan Due Date	Financial Aid Payment Plan Due Date	Late Payment Charge Applied
September	September 1, 2019	October 11, 2019	October 17, 2019
October	October 1, 2019	October 11, 2019	October 17, 2019
November	November 1, 2019	November 1, 2019	November 7, 2019
December	December 1, 2019	December 1, 2019	December 7, 2019
January	January 1, 2020	January 24, 2020	January 30, 2020
February	February 1, 2020	February 1, 2020	February 7, 2020
March	March 1, 2020	March 1, 2020	March 7, 2020
April	April 1, 2020	April 17, 2020	April 23, 2020
May	May 1, 2020	May 1, 2020	May 7, 2020
June	June 1, 2020	June 1, 2020	June 7, 2020
July	July 1, 2020	July 10, 2020	July 17, 2020
August	August 1, 2020	August 1, 2020	August 7, 2020

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 www.hfs.uw.edu/rates2019-20, on or before the *Effective Date*.

B. 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 XIII.

C. 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.

D. I may view my Statement of Account at <https://www.hfs.washington.edu/myhfs/ledger.aspx>.

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

1. With a MasterCard or Visa credit/debit card at www.hfs.washington.edu/housing/pay; or,
2. 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,
3. In person with cash or check at the HFS Student Services Office in 210 Lander Hall or at the Husky Card Account & ID Center on the ground floor of Odegaard Undergraduate Library.
4. By authorizing HFS to transfer funds directly from my *University* financial aid account.

a. I may authorized transfer of funds through the following date:

Quarter	Funds Transfer Deadline
Fall Quarter	August 31, 2019
Winter Quarter	November 30, 2019
Spring Quarter	February 29, 2020

Summer Quarter	Not applicable
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- b. I may authorize transfer of funds when I apply for housing, or by emailing hfsinfo@uw.edu.
- F. I will be assessed a late payment charge of \$50 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 of \$50 will be assessed after the fifth day of each subsequent month during which I have a past due balance.
- G. If I have any questions about my account, I will contact the *HFS* Student Services Office, 210 Lander Hall, hfsinfo@uw.edu or 206-543-4059, before my account becomes delinquent.
- H. If I fail to make payments as required by this *Agreement*:
1. *HFS* may contact the person(s) I have designated as authorized to receive my financial account information; and,
 2. The *University* may declare me in breach of and terminate this *Agreement*, cancel my assignment or require that I *Move out*, and/or take further action against me including, but not limited to:
 - a. Denying future applications for *University Housing*; and,
 - b. Placing a hold on *University* registration, transfer of credits, transcripts and graduation; and,
 - c. Assessing collection agency charges as outlined in Section VII.K; and,
 - d. Assessing legal fees, and moving and storage costs; and,
 - e. Obtaining a legal judgment against me for any balance due.
- I. 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. The waiver request can be found at www.hfs.uw.edu/waiver. 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.
- J. After I *Move out*, all charges are due immediately.
- K. The *University* reserves the right to the recovery of collection agency fees as authorized by RCW 19.16.500, which may be based on a percentage at a maximum of 40% 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.
- L. 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 pre-recorded voice or text messages.

VIII. Community Standards

- A. 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.
- B. I agree to abide by all regulations, policies and standards of the *University* and *HFS*. Should my *Family*, 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, the *University* may take disciplinary action against me pursuant to the Residential Life Conduct Process and/or the Student Conduct Code. The Residential Life Conduct Process may be found at www.hfs.uw.edu/conduct.

IX. Transferring to a Different Apartment

- A. I may only *Transfer* to a different *Apartment* with prior written approval by an authorized *HFS* staff member.
- B. I must live in my *Apartment* for a minimum of six months before I may *Transfer* to another *Apartment*.
- C. If I wish to *Transfer*, I must follow all *Transfer* procedures, which can be found at www.hfs.uw.edu/fhtransfer.
- D. 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 of \$35.
- E. If I do not follow proper *Transfer* procedures, I will be charged an improper *Transfer* charge of \$65 in addition to the *Transfer* charge of \$35.
- F. I will be required to pay the *Apartment* rate for the new *Apartment* effective the date my *Transfer* begins.
- G. 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 of \$65.
- H. If I make a *Transfer* without prior approval from an authorized *HFS* staff member:
1. I will be assessed an unauthorized *Transfer* charge of \$100; and,
 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,
 3. I will be charged a *Transfer* charge of \$35 if *HFS* approves my *Transfer* request; and,
 4. I may be assessed an improper *Transfer* charge of \$45 if I do not follow proper *Transfer* procedures.
- I. Prior to my *Transfer* deadline, I will remove all of my personal belongings from my *Apartment* and follow the cleaning guidelines at www.hfs.uw.edu/fhtransfer. 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.

- J. If my keys are not returned by my *Transfer* deadline, I may be assessed a lock change charge of \$120 in order to secure my *Apartment*, plus \$10 for each additional unreturned key.

X. Entry and Inspection

- A. *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.
- B. 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*.
- C. If I *Move out* without properly notifying *HFS*, I waive my right to receive notice of entry.

XI. Cleaning, Alterations and Damages

- A. I will review and, if necessary, update the *Condition of Premises Form* within one week of the *Effective Date*, and turn in the updated form to the Residential Life Office. Any damage or missing items not declared on the *Condition of Premises Form* will be my responsibility and will be charged to me when I *Move out*.
- B. I will report lost *Apartment* keys 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 keys, any affected locks will be changed at my expense. I may be assessed a lock change charge of \$120 in order to secure my *Apartment*, plus \$10 for each additional unreturned key or building access card.
- C. 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 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.
- D. I will not make any repairs or alterations to any *University Housing* premises. If repairs are required, I must submit a work order at www.uw.edu/facilities/fsworks.
- E. 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*.
- F. 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*.

XII. Sublicense

- A. I am permitted to *Sublicense* my *Apartment* as long as I have prior written approval from *HFS* and:
1. I have lived in my *Apartment* for a minimum of six months before I may *sublicense* my *Apartment*; and,
 2. I will be residing in *University Housing* for the academic quarter following my *Sublicense* request; and,
 3. My *Sublicense* is approved by *HFS* prior to my *Vacate*.
- B. If *HFS* approves my *Sublicense* request, I will be assessed a *Sublicense* charge of \$50. *Sublicense* procedures can be found at www.hfs.uw.edu/fhsublic.
- C. 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*.
- D. I must submit my *Sublicense* request online at <https://myhfs.housing.uw.edu/myhfs> at 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 of \$15 per day for the number of days less than the required 14-day notice.
- E. I may only *Sublicense* my *Apartment* for dates that closely mirror an academic quarter and for no less than a four-week period.
- F. If my *Sublicense* request is approved, I am required to return my keys to 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*.
- G. 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.
- H. If I do not follow proper *Sublicense* procedures, I will be charged an improper *Sublicense* charge of \$90.
- I. If I *Sublicense* my *Apartment* without prior authorization from *HFS*:
1. I will be assessed an improper *Sublicense* charge of \$90; and,
 2. I may be assessed a *Sublicense* charge of \$50; and,
 3. I may be assessed a late *Sublicense* notice charge of \$15 per day for a maximum of 14 days as referenced in Section XII.D; and,
 4. My intended *Sublicensee* may be required to *Check out* immediately; and,
 5. I may be assessed a lock change charge of \$120 plus \$10 for each additional unreturned key in order to secure my *Apartment*.

XIII. Agreement Termination, Graduation and Move-out

- A. Agreement Termination
1. I may terminate this *Agreement* after I *Move in*. by providing the *University* with at least 30 days' notice.
 2. I must submit an Intent to *Vacate* form at <https://myhfs.housing.uw.edu/myhfs> 30 days before I intend to *Move out*.
 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.

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.
 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.
- B. Graduation
1. I must submit an Intent to Vacate form no fewer than 30 days prior to my Move-out date; and
 2. My Move-out date must occur within 30 days of my graduation; and
 3. If I fail to provide proper notice:
 - a. My *Agreement* is subject to termination by the *University*; and,
 - b. I must *Move out* within 30 days of my graduation; and,
 - c. I will be financially responsible for the entire 30 day notice period.
- C. Move-out
1. Prior to *Move-out*, I will remove all personal belongings from my *Apartment* and follow the cleaning guidelines available at www.hfs.uw.edu/fhcheckout.
 2. When I *Move out* of my *Apartment* or *Transfer* to another *Apartment*, I will follow proper *Move-out* procedures as outlined at www.hfs.uw.edu/fhcheckout.
 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.
 4. If I do not return my *Apartment* keys 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.
 5. If any *Apartment* keys are not returned, I may be charged \$1 per lock to secure the *Apartment* plus \$10 for each additional unreturned key.
 6. Any outstanding balance owed on my housing account upon *Move-out* will be deducted from my *Deposit*, and any remaining amount will be returned to me. If my balance exceeds the amount of my *Deposit*, I will pay any remaining balance immediately.
 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.
 8. It is my responsibility to keep my local address and permanent address current through MyUW at <http://myuw.washington.edu>.

XIV. Emergency Closures

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, fire, flood, earthquake, condemnation, quarantine, utility malfunction 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 XIII.

XV. Injury or Property Loss

- A. 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.
- B. Nothing in this *Agreement* shall be construed as being intended to protect any person or class of persons from injury or harm.
- C. 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 disasters, fire, earthquake, utility malfunctions, quarantine, 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.

XVI. Severability and Choice of Law

- A. 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.
- B. This *Agreement* shall be governed in all respects by the laws of the State of Washington. The parties agree that any legal action related in any way to this *Agreement* shall be brought exclusively in King County, Seattle, Washington.

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 of Washington (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 chapter 69.50 RCW or Title 21 U.S.C. 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, which can be found at www.ehs.washington.edu/system/files/resources/smokingareas_seattle.jpg.

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:
 - a. 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.
 - b. Possess any knife having a blade longer than three inches that is not used for culinary purposes.
 - c. Possess any knife having a blade that projects or swings into position by force of a spring (e.g., switchblade).
 - d. 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.
3. 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.

4. 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.
5. I will not enter or exit through any window except as a health or safety emergency egress out of a building.
6. I will not throw, drop, propel or pour anything from windows, balconies, ledges, landings or stairwells.
7. I will not access roofs or climb on the sides of buildings or be on the outside ledges of buildings.
8. 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 at www.washington.edu/itconnect/work/appropriate-use

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.
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 at www.uw.edu/facilities/fsworks.
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 Underwriter Laboratories, Inc. (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 will not place, store, display or hang any items on or outside windows, roofs, outside ledges, stairwells, landings, hallways or any other *Common Area*.
16. I will not vandalize, destroy, damage or tamper with or move materials posted by or the property of the *University*, *University* contractors and vendors, other residents or their guests from their designated locations.
17. I will not operate, park or store motorcycles or motorized scooters inside any building, or on stairwells, patios, porches, walkways, terraces or decks.
18. One non-designated space per *Family* is provided for parking a vehicle used for the *Family's* transportation. I will not store any other item in a parking space, including but not limited to a vehicle that is mechanically unsound or inoperative or is being used for storage.
19. I will not use my *Apartment* or any other *University Housing* facility for commercial purposes or financial profit.
20. I will not sell my Room assignment or otherwise profit in any way from my assigned *Apartment*.
21. I will not solicit or distribute promotional materials except as allowed in the Residential Life Solicitation Policy at www.hfs.washington.edu/housing/solicitation.
22. 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 in improper waste containers.
23. 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 the heating system. I will not paint or make any permanent changes to my *Apartment*.