

2022 Early Fall Start Housing Agreement

August 20–September 16, 2022

I. Definitions

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

Agreement: The 2022 Early Fall Start Housing Agreement.

Agreement Period: From August 20, 2022, or beginning on the assigned *Check-in* date, through 6 p.m. on September 16, 2022, unless the student has a *Room* assignment for the 2022–23 year, in which case the *Agreement Period* ends on September 19, 2022.

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

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

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

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

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

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

EFS: Early Fall Start.

EFS Program: The 2022 Early Fall Start academic term.

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

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

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

Occupancy Period: The period commencing at *Check-in*, through the end of the *Agreement Period*, or through *Checkout*, whichever occurs first.

Residence Hall System: Alder Hall; Elm Hall; Haggett Hall; Hansee Hall; Lander Hall; Madrona Hall; Maple Hall; McCarty Hall; McMahon Hall; Mercer Court A, B, and C; Nordheim Court 1, 3 and 4; Oak Hall; Poplar Hall; Stevens Court; and Terry Hall; Willow Hall; or any space assigned by HFS.

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

Room/Apartment Condition Report: The form used to identify the condition of *Rooms* and *Common Areas*.

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

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

University: The University of Washington, Seattle campus.

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

II. General Provisions

- A. I agree to all terms and conditions of this *Agreement* and acknowledge 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 my use and occupancy of a *Room* in the *Residence Hall System* according to the terms specified herein. This *Agreement* is a legal and binding document between the *University* and me.
- 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 2022–23 Cosigner Agreement, available at <https://forms.office.com/r/ZVV7Cr16Fp>, within two weeks of my application submission.
- D. The *University* and I intend for this *Agreement* to constitute a license for the use of a *Room* and *Common Areas* in the *Residence Hall System* as assigned by HFS, and further intend that this *Agreement* will not constitute a lease and will not create or transfer an interest in or a lien upon real estate. The relationship created by this *Agreement* between the *University* and me is that of licensor and licensee, not that of landlord and tenant. My use and occupancy is being provided incidental to the provision of educational services by the *University*.
- E. I may not transfer or assign this *Agreement*, or the right to occupy my assigned *Room*, or any other rights or benefits granted hereunder, to another person.
- F. This *Agreement* is for the entire *Agreement Period*.
- 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 against me, and/or require that I *Check out* of *University 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 myhfs.housing.uw.edu.
- J. 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.
- 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 I *Check out* of *University Housing*, and may result in other action against me by the *University* including, but not limited to,

disciplinary action, termination of this *Agreement*, future ineligibility to reside in *University Housing*, and collection of outstanding debt and recovery of collection agency fees as stated in Section X.N.

- 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, except as stated in Section VII.F. I may authorize the release of information at myhfs.housing.uw.edu.
- M. If I am seeking an accommodation for a disability, I must submit a Disability Resources for Students (DRS) Disability Housing Request at depts.washington.edu/uwdrs/housing/ by the deadline shown at hfs.uw.edu/accommodation. Additional information is available at depts.washington.edu/uwdrs. HFS cannot approve disability accommodation without direction from DRS.
- N. If I have a special dietary need, I will schedule a dining consultation with UW Dining Wellness Specialist. Additional information is available at hfs.uw.edu/dining.
- O. I am required to adhere to vaccination requirements established by HFS, the *University*, and/or Public Health–Seattle & King County.
- P. I must verify that I understand the inherent risk in living in congregate housing, notwithstanding health and safety measures, and that I am assuming such risk by signing this *Agreement*.
- Q. I must verify that I understand how the *Agreement* has been, or might be, impacted by different scenarios related to COVID-19 or similar public health crisis, by reading and submitting a HFS Public Health Agreement found at <https://hfs.uw.edu/getmedia/d651b110-ab26-4e3d-848b-11fe952134c5/2022-23-HFS-Public-Health-Agreement.pdf.aspx> as part of my housing application.
- R. 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 the *Residence Hall System* because I meet and will maintain for the *Occupancy Period* all of the following eligibility criteria and expectations:

- A. I have been accepted as a student at the *University*, and I am enrolled in a course for *EFS*.
- B. I am or will be at least 17 years of age at the time I *Check in*.
- C. 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.
- D. 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.
- E. If at any time after I have submitted this *Agreement* I become ineligible under the eligibility criteria stated above to reside in the *Residence Hall System*, I agree to inform HFS in writing at hfsinfo@uw.edu of my ineligibility within 24 hours of becoming ineligible, and to *Check out* as described in Section XV within 72 hours of becoming ineligible, unless I am required to vacate earlier as described in this *Agreement*.

IV. Criminal Offenses

- A. If I have been arrested for, with prosecution ongoing, or convicted of a sex offense; or have entered a deferred adjudication agreement relating to a sex offense; or have been or am under active supervision by any state, territory or foreign country related to a sex offense; or have been or am required to register as a sex offender, I must notify HFS in writing at hfsinfo@uw.edu at the time this *Agreement* is submitted and I acknowledge that the *University* has the discretion to determine whether my application to reside in *University Housing* should be accepted, and to assign me to a particular *Room* deemed appropriate by the *University*.
- B. If after submitting this *Agreement* and my housing application I am arrested for, convicted of, or found to have committed a sex offense; enter a deferred adjudication agreement relating to or am placed under active supervision by any state, territory or foreign country relating to a sex offense; or am required to register as a sex offender, I will inform HFS of my offense in writing at hfsinfo@uw.edu 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. Agreement Period and Check-in Date

- A. The duration of this *Agreement* and the charges outlined in this *Agreement* are for the period of August 20, 2022, through 6 p.m. on September 16, 2022, unless I have a *Room* assignment for the 2022–23 year, in which case the *Agreement Period* ends on September 19, 2022.
- B. The *Check-in* date for the *Agreement Period* is August 20, 2022. *EFS Check-in* appointment times will be emailed with *Room* assignment information.
- C. Any request to *Check in* after 12 noon on the second day of instruction must be submitted in advance in writing to HFS at hfsinfo@uw.edu.
- D. If I am assigned to a *Room* after the *Agreement Period* begins, my *Agreement* will begin on my assigned *Check-in* date. My *Check-in* date will be provided with my assignment information.

VI. Cancellation

- A. I may *Cancel* my housing application and *Agreement* before I *Check in*.
- B. Details about *Cancellation* can be found at hfs.uw.edu/cancel.
- C. If I wish to *Terminate* this *Agreement* after *Check-in*, I may do so as described in Section XIV.

VII. Room Assignment

- A. Submission of a housing application or *Agreement* does not guarantee me a *Room* in *University Housing*.
- B. I will be assigned based on my assignment priority to any available *Room* within the *Residence Hall System* regardless of rate including, but not limited to, a triple *Room*, apartment or temporary housing space. Information about temporary housing can be found at hfs.uw.edu/temp.
- C. I may be assigned to any available *Room* regardless of assignment preferences expressed by me including, but not limited to, building, *Room* type, Living Learning Community and *Roommate* preferences.
- D. I will accept my assigned *Room* in the *Residence Hall System* through the end of the *Agreement Period*.
- E. My *EFS* or academic year *Room* assignment may be adjusted after I have been notified of my assignment to eliminate the need for me to move between *EFS* and autumn quarter.
- F. *HFS* will release my name, email address and telephone number to my assigned *Roommate*.
- G. *HFS* reserves the right to reassign me to a different *Room* at any time for any reason that is reasonable under the circumstances including, but not limited to, the welfare of residents; a violation of Community Standards or the Student Conduct Code; to accommodate facility operations or repair; to accommodate students with disabilities; to use available space more efficiently; or to further the best interests of the *University* and/or its community. I may be required to move with a 48-hour notice.
- H. If a space is available in my *Room*, I may be assigned a *Roommate* without prior notification.
- I. If a space is available in my *Room*, I will keep the available space clean and accessible. If I fail to do so, I will be charged the daily *Room* rate for both the unavailable space and my assigned space until the space is clean and accessible, and I may be subject to disciplinary action.

VIII. Dining Account

- A. I will pay \$619 for the *EFS Dining Account*. Information about the *Dining Account* can be found at hfs.uw.edu/diningaccount
- B. My *Dining Account* funds may be used only in *HFS* dining facilities.
- C. My *Dining Account* works like a debit card, with the allotment for *EFS* deposited into my *Dining Account* at the beginning of the *Agreement Period*.
- D. My *Dining Account* funds are nonrefundable and nontransferable to any account including my *Husky Card Account*.
- E. *HFS* will provide dining service during the *EFS Agreement Period*.
- F. At the end of *EFS*, any balance remaining in my *Dining Account* will remain on my card for use through the end of my 2022–23 *Agreement Period* at which point any balance remaining on my *Dining Account* will be forfeited. If I continue in *UW Housing* for autumn quarter, any balance remaining in my *Dining Account* will remain on my card for use during autumn quarter. In addition, my autumn quarter dining level allotment will be added to my account.
- G. If I *Check out* before the end of the *Agreement Period* and am no longer registered for classes, any balance in my *Dining Account* will be prorated based on my *Checkout* date or usage, whichever is greater, and the remaining unused funds will be refunded.
- H. Students with special diets or dietary restrictions will not be exempt from the *Dining Account*.

IX. Charges

A. Room Charges

- 1. I will be charged for and will pay the *Room* rate for the *Room* type to which I am assigned. Housing rates are established by the University of Washington Board of Regents and can be viewed at hfs.uw.edu/rates.
- 2. My *Room* rate includes electricity, gas, Internet access, cable or satellite television, water, sewer and garbage services. A temporary failure in utility service is not a breach of this *Agreement*.
- 3. If I am assigned a *Room* before the *Agreement Period* begins, I must pay full *EFS* housing charges regardless of the date I *Check in*.
- 4. If I am assigned a *Room* after the *Agreement Period* begins, I must pay prorated housing charges based on my *Check-in* date assigned by *HFS* regardless of the date I *Check in*.
- 5. If I *Cancel* my application, I will be subject to *Cancellation* charges as stated in Section VI.
- 6. If I terminate my *Agreement* I will be subject to *Agreement Termination* charges as stated in Section XIV.

B. Dining Charges

- 1. I will be charged and will pay for the *EFS Dining Account*. *Dining Account* rates are established by the University of Washington Board of Regents and can be viewed at hfs.uw.edu/rates.
- 2. If I am assigned a *Room* before the *Agreement Period* begins, I must pay full *EFS* dining charges regardless of the date I *Check in*.

3. If I am assigned a *Room* after the *Agreement Period* begins, I must pay a prorated dining amount based on my *Check-in* date assigned by *HFS* regardless of the date I *Check in*.
4. Any funds remaining in my *Dining Account* will remain on my card for use during autumn quarter except as stated in VIII.I.

C. Other Charges

1. Emergency kit: I am required to purchase a 72-hour emergency kit provided by *HFS* at the beginning of my occupancy with *HFS*. I am only required to purchase one emergency kit during my occupancy with *HFS*.
2. *Husky Card* deposit: I will be charged for a deposit money to my *Husky Card Account* for use in the laundry rooms.
3. Incidental charges: I will pay any incidental charges by the end of the month in which they are charged unless I *Check out* before the end of that month, in which case I will pay them before I *Check out*.
4. A list of incidental housing charges can be found at hfs.uw.edu/charges.

X. Payments

- A. If I will move off campus after *EFS*, I will pay my *HFS* charges by September 1, 2022.
- B. If I will live on campus for autumn quarter 2022, I will pay my *HFS* charges by October 14, 2022.
- C. 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 XIV.
- D. During my *Occupancy Period*, all billing adjustments and incidental charges placed on my account after the due date are due by the first of the month.
- E. I may view my Statement of Account at any time at hfs.uw.edu/myhfs/ledger.aspx.
- F. Before payment is due, *HFS* will submit charges directly to my financial aid/tuition account for electronic transfer of any available funds to my *HFS* account. I will be notified by email of any remaining amount due.
- G. I will make payments in one of the following manners:
 1. With a Visa, MasterCard, Discover or American Express credit/debit card at hfs.uw.edu/myhfs/account.aspx; or,
 2. Online with an international account at <https://landing-pages.flywire.com/landing/washingtonpages>; or,
 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,
- H. In person with check at the *HFS* Student Services Office in 210 Lander Hall.
- I. I will be assessed a late payment charge if my account is not paid in full by the payment due date. In addition, a late payment charge will be assessed after the fifth day of each subsequent month during which I have a past due balance. A list of incidental housing charges can be found at hfs.uw.edu/charges.
- J. 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.
- K. If I fail to make payments after *Check-in* as required by this *Agreement*:
 1. My *Dining Account* and *Husky Card Account* may be inactivated until my account is paid in full; and,
 2. *HFS* may contact the person(s) I have designated as authorized to receive my financial account information; and,
 3. The *University* may declare me in breach of and terminate this *Agreement*, cancel my assignment and require that I *Check 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 X.N; and,
 - d. Assessing legal fees, and moving and storage costs; and,
 - e. Obtaining a legal judgment against me for any balance due.
- L. 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 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.
- M. After I *Check out*, all charges are due immediately.
- N. The *University* reserves the right to the recovery of collection agency fees as authorized by RCW Chapter 19.16.500 found at <https://apps.leg.wa.gov/RCW/>, 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.
- O. 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.

XI. 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 building in which my *Room* is assigned but also while I am on any *University Housing*

premises, which includes, but is not limited to, *Common Areas*, community centers, entry areas, hallways, parking areas, courtyards, terraces, decks, grounds, elevators, stairwells, playfields and dining facilities. Furthermore, I acknowledge that I am responsible for the behavior of my guests.

- B. I acknowledge that I am subject to the Student Conduct Code for the University of Washington, which may be found at washington.edu/cssc.
- C. 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, 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. The Residential Life Conduct Process may be found at hfs.uw.edu/conduct.

XII. Entry and Inspection

- A. *University* staff and contractors have the right to enter my *Room* during reasonable hours for inspections, to clean areas recently vacated by my *Roommate*, 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 *Room* and will enter only at reasonable times. However, if I request or if my *Roommate* 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 *Room*.
- C. *University* staff and/or University of Washington Police Officers may enter areas outside my *Room* unannounced to conduct rounds concerning health, safety or security checks, to enforce Community Standards and other policies, to clean areas vacated by my *Roommate*, to clean areas vacated by my *Roommate*, or to investigate possible criminal activity, and I will have no expectation of privacy outside of my *Room*,

XIII. Cleaning, Alterations and Damages

- A. Within one week of *Check-in*, I will inspect and, if necessary, update the *Room/Apartment Condition Report* and submit to Residential Life. Any damage or missing items not declared will be my responsibility and will be charged to me when I *Check out*.
- B. I will report lost *Room* and/or apartment keys to my front desk immediately. If, after 72 hours, I have not demonstrated to *HFS* that I have located my keys, any affected locks will be changed at my expense. I may be assessed a lock change charge in order to secure my *Room*, plus an additional charge for each unreturned key or building access card. A list of incidental housing charges can be found at hfs.uw.edu/charges.
- C. I will keep my *Room* and *Common Areas* clean, orderly and in good condition at all times and will properly dispose of garbage, recyclables and compost items in designated collection sites. I will be responsible for any charges that result from my failure to keep my *Room* or *Common Areas* clean, orderly and in good condition.
- D. If I am assigned to a *Room* with a private or semiprivate bathroom, I will cooperate with my *Roommate* to care for and maintain the bathroom, including providing cleaning supplies.
- E. I will not make any repairs or alterations to any *University Housing* premises. If repairs are required, I must submit a work order at facilities.uw.edu/services/requests.
- F. If I or any guest of mine damages any *HFS* property, I will be responsible for the reasonable cost of repair, replacement and/or cleaning as determined by *HFS*.
- G. If any damage occurs in the *Common Areas* and/or shared areas of my *Room* and the responsible person cannot be determined, any charges for repair, replacement and/or cleaning as determined by *HFS* will be divided equally among me and my *Roommates*.

XIV. Agreement Termination and Vacating Early

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

- A. The duration of this *Agreement* and the housing and dining charges contained within this *Agreement* are for the entire *Agreement Period*.
- B. If I wish to terminate my *Agreement* on or after August 20, 2022:
 - 1. I must email hfsinfo@uw.edu; and
 - 2. I am responsible for paying housing and dining charges for the entire *Agreement Period*, even if I *Check out* before the end of my *Agreement Period*.
 - 3. If I terminate my *Agreement* because I am no longer registered for classes, I will email hfsinfo@uw.edu and my housing and dining charges will be prorated as of the date I *Check out*.
- C. If I leave my *Room* permanently without formally *Checking 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 UW.

XV. Checkout

- A. When I *Check out* of my *Room*, I will follow proper *Checkout* procedures as described at hfs.uw.edu/housing/9checkout.

- B. If I am *Checking out* prior to the end of the *Agreement Period*, I will follow *Agreement Termination* procedures stated in Section XIV.
- C. If I am assigned to the same *Room* for *EFS* and the 2022–23 academic year, I am not required to *Check out* at the end of *EFS* nor *Check in* for the 2022–23 academic year.
- D. If I do not have an assignment for the 2022–23 academic year I must *Check out* of my *EFS Room* by 6 p.m. on September 16, 2022.
- E. If I am participating in formal Panhellenic Recruitment I must vacate my *EFS* space by 12 noon on Saturday, September 17, 2022.
- F. If at the end of *EFS* I am assigned to a different *Room* for the 2022–23 academic year:
 1. If my 2022–23 academic year room is available on September 10, 2022, I must *Check in* to my academic year *Room*, and *Check out* of my *EFS Room* on that date by 12 noon.
 2. If my 2022–23 academic year room is not available on September 10, 2022, I must *Check in* to my academic year *Room* on September 11, 2022, and *Check out* of my *EFS Room* by 8 a.m. on that date.
- G. Prior to my *Checkout*, I will remove all of my personal belongings from my *Room* and *Common Areas* and follow the cleaning guidelines at hfs.uw.edu/9checkout. 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.
- H. If I do not return my *Room* keys by the date I provided on my *Agreement Termination* notice or at the end of the *Agreement Period*, whichever comes first, I will be assessed other applicable charges for unreturned items and/or labor charges as shown in the incidental housing charges table at hfs.uw.edu/charges.
- I. If my keys are not returned, I may be assessed a lock change charge in order to secure my *Room*, plus an additional charge for each unreturned key. A list of incidental housing charges can be found at hfs.uw.edu/charges.
- J. When I *Check out*, I will leave my *Room* and *Common Areas* and all furnishings in good order and repair except for reasonable wear, and pay any repair, replacement and/or cleaning costs as determined by *HFS*.
- K. If I *Check out* and have a pending application or future assignment, *HFS* will continue to hold my *Deposit* and I must immediately pay any housing account balance or additional charges assessed after I *Check out*.
- L. If I *Check out* and do not have a pending application or future assignment, any outstanding balance owed on my housing account will be deducted from my *Deposit*, and I will pay any remaining balance immediately.
- M. If I *Check out* and do not have a pending application or future assignment, any applicable refund will be returned to me. If the refund is returned to *HFS* for any reason, the money will be held for one year by *HFS* before remittance to the Washington State Department of Revenue.
- N. It is my responsibility to keep my local address and permanent address current through MyUW at myuw.washington.edu.
- O. Any balance in my *Husky Card Account* will remain in my account when I *Check out*, and will be refunded to me upon written request from my *University* email account to huskycrd@uw.edu.

XVI. Emergency Closures

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

XVII. Injury or Property Loss

- A. The *University* shall not have any responsibility or provide any compensation for any injury to me or any guest of mine, or for loss or damage to property, except to the extent caused by the *University's* negligence. I acknowledge that the *University* recommends that I carry appropriate insurance against such injury, loss or damage. I acknowledge that the *University* does not promise, warrant or guarantee the safety or security of me or any guest of mine, or of my personal property or the personal property of any guest of mine against the actions of other parties.
- 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 or that of any guest of mine for any reason beyond the *University's* control including, but not limited to, natural disaster, fire, flood, earthquake, condemnation, pandemic, quarantine, utility malfunction, infestation, or other emergency or force majeure event, the *University* shall have no liability to me or any guest of mine for reimbursement, damages, inconvenience, annoyance or compensation of any kind.

XVIII. 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 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.

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. During posted Quiet Hours, I will refrain from making noise (e.g., loud talking, volume of electronic equipment) that can be heard beyond the boundaries of my *Room*, apartment, or any space I am visiting. Quiet Hours begin at 10 p.m. on the evenings before *University* classes are in session and at midnight on all other nights. Quiet Hours end each day at 10 a.m. Exceptions: Quiet Hours are in effect at all times in Hansee Hall. Quiet Hours are in effect 24 hours a day beginning the Wednesday before Finals Week of each quarter and extending through the end of Finals Week.
8. I will refrain from making excessive noise (e.g., loud talking, volume of electronic equipment) even outside the designated Quiet Hours and areas.
9. I will refrain from engaging in sports activities and/or using recreational equipment including, but not limited to, bicycles, skates, skateboards, drones, balls, Nerf guns and Frisbees within all *University Housing* buildings including, but not limited to, *Rooms*, *Common Areas*, lounges, terraces, decks, bathrooms, hallways, stairwells and dining areas.
10. 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).
11. I will not use language or engage in other behavior that is threatening and that is directed toward any person, including myself.
12. 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.
13. 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).
14. I will not use my *Roommate's* possessions without their prior consent.

B. Substance Use

1. I will not possess, use, purchase or be under the influence of alcohol if I am less than 21 years of age.
2. I will not be visibly intoxicated even if I am of legal drinking age.
3. I will not knowingly be in the presence of alcohol if I am less than 21 years of age. Exception: If my assigned *Roommate* is 21 years of age or older, they may possess or consume alcohol in my *Room* or apartment in accordance with applicable policies.
4. I will not provide or serve alcohol to anyone less than 21 years of age, nor will I host or promote an event where alcohol is present and any guest who is less than 21 years of age is in attendance.
5. I will not possess alcohol containers if I am less than 21 years of age.
6. I will not possess or consume alcohol in public places including, but not limited to, lounges, *Common Areas* within clusters, study rooms, hallways, entryways, elevators, stairwells, balconies, terraces and decks. If the door of a *Room* is open, the *Room* is considered a public place.
7. I will not manufacture or sell alcohol either directly or indirectly.
8. I will not display advertisements of alcohol that are visible outside my *Room*.
9. I will not possess, share, sell or use kegs, beer bongs, beer balls or other common-source containers of alcohol, nor will I possess a large quantity of alcohol or alcohol containers intended for or used by a group rather than an individual.

10. I will not allow possession, consumption or storage of alcohol at any time in my *Room* or apartment if I am less than 21 years of age. Exception: If my assigned *Roommate* is 21 years of age or older, they may possess or consume alcohol in my *Room* or apartment in accordance with applicable policies.
11. I will not use, possess, possess with intent to deliver, deliver, manufacture, purchase, sell, share, distribute, transport, or be under the influence of illegal drugs or controlled substances as defined in RCW Chapter 69.50 found at <https://apps.leg.wa.gov/RCW/> or United States Code Title 21 Section 802 found at <https://www.govregs.com/uscode/21/802> including, but not limited to, any quantity of marijuana. Possession of a medical marijuana license or prescription does not provide exemption from this policy.
12. I will not be knowingly in the presence of marijuana, illegal drugs or controlled substances.
13. I will not possess any drug paraphernalia.
14. I will not smoke or use electronic cigarettes or vaporizers or permit my guests to smoke or use electronic cigarettes or vaporizers in any *University* building or non-designated smoking area. Smoking on the *University* campus is permitted only in designated areas, which can be found at ehs.washington.edu/system/files/resources/smokingareas_seattle.jpg.

C. Guests

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

D. Safety and Security

1. I will not provide building access to someone I do not know.
2. I will not lend or give my *Room* keys or my *Husky Card* to anyone nor will I use the *Room* key or *Husky Card* of another student.
3. I will not duplicate or misuse a *University* key or *Husky Card*.
4. I will not possess candles. (For ceremonial candle use, please contact your Community Manager.)
5. I will not burn incense or anything with an open flame or do anything to violate the Seattle Fire Code at seattle.gov/fire/fmo/firecode/firecode.htm.
6. I will not sleep or allow my guests to sleep in the lounges or other *Common Areas*.
7. I will not use, store or possess fireworks, ammunition, explosives, flammable liquids, propane, other compressed gases, spray paint or other hazardous materials.
8. 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), 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.
9. 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.
10. 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.
11. I will not enter or exit through any window except as a health or safety emergency egress out of a building.
12. I will not throw, drop, propel or pour anything from windows, balconies, ledges, landings or stairwells.
13. I will not access roofs or climb on the sides of buildings or be on the outside ledges of buildings.

E. Pets

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

F. Communication and Computing

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

G. Facilities

1. I will not use or possess prohibited equipment or appliances as listed in the Resident Handbook at <https://hfs.uw.edu/resident-guide/your-community>
2. I will not cook in any lounge, lobby, television room or other public area except for designated kitchens and kitchenettes.
3. I will not leave cooking equipment unattended while in use.
4. I will not tamper with or interfere with the operation of security systems, locks or elevators, unlock doors designated to be locked or prop any door.
5. I will familiarize myself with and abide by emergency evacuation instructions and procedures including, but not limited to, evacuation drills.
6. I will keep my *Room* and shared areas clean, orderly and in good condition at all times, and will comply within 24 hours with any *University*-prescribed corrective action. I will be responsible for any charges that result from my failure to keep my *Room* or shared areas clean, orderly or in good condition.
7. I will not obstruct any walkway, hallway, stairwell, door or any part of the premises and grounds.
8. I will not put any decorative lighting, decoration, object or equipment in the hallways, stairways or exits.
9. I will not display or hang the following items on the exterior of *Room* doors: decorative lighting, large combustible items, items that hang from door frames, and items that cover over fifty percent of the door, the *Room* number or the peephole.
10. I may have artificial, nonmetallic trees and living potted trees and plants in my *Room*. I will not display trees or plants in any lounge or public area.
11. I may decorate only with miniature, low-heat producing electric lights that is Underwriter Laboratories, Inc. (UL) approved or with nonelectrical decorations. LED lights are recommended.
12. I will not allow light bulbs or lighted decorations to come in contact with combustible materials.
13. I will turn off all electrical decorations when my *Room* is unoccupied.
14. I will not place, store, display or hang any items on or outside windows, roofs, outside ledges, stairwells, landings, hallways or any other *Common Area*.
15. I will not vandalize, destroy, damage or tamper with or move materials posted by or the property of the *University*, *University* contractors and vendors, other residents or their guests from their designated locations.
16. I will not operate, park or store motorcycles or motorized scooters inside any building, or on stairwells, patios, porches, walkways, terraces or decks.
17. I will not use my *Room* or any other *University Housing* facility for commercial purposes or financial profit.
18. I will not sell my *Room* assignment or otherwise profit in any way from my assigned *Room*.
19. I will not post any materials outside my *Room* except as allowed in the Residential Life Posting Policy at hfs.uw.edu/posting.
20. I will not solicit or distribute promotional materials except as allowed in the Residential Life Solicitation Policy at hfs.uw.edu/solicitation.
21. 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.
22. 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 *Room* or apartment.