

2019–20 Nordheim Court Parking Agreement

August 25, 2019–August 22, 2020

I. Definitions

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

Agreement: The Nordheim Court Parking Agreement for 2019–20.

Agreement Period: From August 25, 2019, or beginning on the *Start Date*, through August 22, 2020.

Agreement Termination: Ending the *Agreement* after the *Start Date* and before August 22, 2020. For terminations prior to the *Start Date*, see *Cancellation*.

Cancel, Cancellation: Ending the *Agreement* before the *Start Date*. For cancellations after the *Start Date*, see *Agreement Termination*.

Check out, Checkout: Returning the *Parking Permit* to the location designated by *HFS*.

FERPA: Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99).

Nordheim Court Parking Garage: The H15 parking garage located at 5000 25th Ave NE, Seattle, WA 98105.

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

Parking Permit: A *University* issued parking permit for use only in the *Nordheim Court Parking Garage*.

Start Date: Begin date for access to the *Nordheim Court Parking Garage* regardless of whether or not the student has physically obtained their *Parking Permit* from *HFS*.

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 one parking stall in the *Nordheim Court Parking Garage* according to the terms specified herein. This *Agreement* is a legal and binding document between the *University* and me.
- C. The *University* and I intend for this *Agreement* to constitute a license for the use of the *Nordheim Court Parking Garage* 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.
- D. I may not transfer or assign this *Agreement*, or the right to use the *Nordheim Court Parking Garage*, or any other rights or benefits granted hereunder, to another person.
- E. This *Agreement* only permits use of the *Nordheim Court Parking Garage*; no other *University* parking benefits are included.
- F. This *Agreement* is for the entire *Agreement Period*, as described in Section IV.
- G. The information provided by me in my *Parking Permit* 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 return my *Parking Permit* 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 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 discontinue use of the *Nordheim Court Parking Garage*, 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.
- J. *HFS* will not disclose information relating to my student record, housing account, application and assignment information, except as permitted 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>.
- K. This *Agreement* may be amended with a 30-day notice by the *University* during the term of this *Agreement*.

III. Eligibility

- A. I currently reside in or have been assigned to a room in Nordheim Court.
- B. I understand that I am not eligible for a Nordheim Court *Parking Permit* if I cease residing in Nordheim Court for any reason.

IV. Agreement Period

- A. The duration of this *Agreement* and the charges outlined in this *Agreement* are for August 25, 2019–August 22, 2020.
- B. If I am assigned a *Parking Permit* after the *Agreement Period* begins, my *Agreement* will begin on the date my *Parking Permit* is issued.

V. Cancellation

I may *Cancel* my *Parking Permit* application and *Agreement* before my requested *Start Date*. If I wish to cancel this *Agreement* after my requested *Start Date*, I may do so as described in Section VIII.

- A. If I wish to *Cancel* my *Parking Permit* application and *Agreement*, I must submit my *Cancellation* notice at <https://myhfs.housing.uw.edu/myhfs>.
- B. If I *Cancel* my *Parking Permit* application and *Agreement* prior to one week before my requested *Start Date*, I will not be assessed a *Cancellation* charge.
- C. If I *Cancel* my *Parking Permit* application and *Agreement* anytime within the one week before my requested *Start Date*, I will be assessed a

Cancellation charge of \$50 regardless of my reason for Cancelling my Parking Permit application, except as stated in Section V.D.

- D. I will not be assessed a Cancellation charge if:
1. I submit my Cancellation prior to one week before my requested Parking Permit Start Date; or,
 2. I am assigned to another University Housing location and will no longer be a resident at Nordheim Court; or,
 3. I notify University Admissions at askuwadm@uw.edu and HFS at hfsinfo@uw.edu that I decline my offer of admission or am transferring to another institution; or,
 4. My offer of admission to the University is rescinded by the University; or,
 5. I have received military orders for entry into the service, a permanent change of station or deployment for at least 90 days. I must provide HFS with copies of any such military orders at hfsinfo@uw.edu.
- E. If I Cancel my initial Parking Permit application, reapply, and Cancel again, I may be assessed multiple Cancellation charges based on my cancellation dates.
- F. If I do not submit my Cancellation notice at <https://myhfs.housing.uw.edu/myhfs> and do not pick up my Parking Permit within one week of my requested Start Date:
1. HFS will consider my Parking Permit application Cancelled and Cancel this Agreement; and,
 2. I will be charged an \$80 Cancellation charge; and,
 3. I will be responsible for paying full Parking Permit charges for the current month.

VI. Terms of Use

- A. I will be assigned a Parking Permit based on my request date and availability.
- B. HFS cannot guarantee availability of a Nordheim Court Parking Permit.
- C. I will display my Parking Permit on my vehicle at all times while parked in the Nordheim Court Parking Garage. Vehicles not displaying a valid Parking Permit may be ticketed and/or towed at my expense.
- D. I will keep my contact information updated via MyUW at <http://myuw.uw.edu/>.
- E. I will keep my vehicle information current at <https://myhfs.housing.uw.edu/myhfs>.
- F. 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 (Appendix A of the 12-Month Apartment Agreement) 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. The Student Conduct Code may be found at www.washington.edu/cssc.
- G. I will not allow non-permitted vehicles to access the garage.
- H. I will observe the garage gate fully closing when entering or exiting.
- I. All vehicles must be parked in a designated parking space and only one vehicle is allowed per space.
- J. Parking spaces may not be used for storage, vehicle repair (including washing of cars and changing oil), or any other purpose other than parking a vehicle.
- K. I will be assessed a \$20 unreturned Parking Permit charge if my Parking Permit is damaged, lost or not returned at the end of the Agreement Period.

VII. Charges and Payments

- A. I will be charged a monthly rate of \$80 for the entire Agreement Period.
- B. If I am issued a Parking Permit after the Agreement Period begins, I will be charged a prorated amount for any remaining days of the first month's Parking Permit rate.
- C. If I return my Parking Permit before the Agreement Period ends my charge will not be prorated.
- D. I will pay my monthly Parking Permit charges by the first day of each month.
- E. If I fail to make payments as required by this Agreement, my Agreement may be terminated and my Parking Permit may be revoked.
- F. 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.
- G. I may view my Statement of Account at any time at <https://www.hfs.uw.edu/myhfs/ledger.aspx>.
- H. I will make payments in one of the following manners:
1. With a MasterCard or Visa credit/debit card at <https://hfs.uw.edu/myhfs/account.aspx>; 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.
- I. I will be assessed a late payment charge of \$50 if my account is not paid in full by the payment due date. 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.
- 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. 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 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.
- I. 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.

VIII. Agreement Termination and Permit Expiration

- A. HFS will notify me within five days of the expiration of my *Parking Permit*.
- B. I will remove my vehicle from the *Nordheim Court Parking Garage* on or before the expiration of my *Parking Permit*, unless I request and am assigned a permit for the next *Agreement Period*.
- C. HFS may terminate this *Agreement* for the breach of any term or condition within this *Agreement*.
- D. If my *HFS* housing agreement is terminated for any reason, my *Parking Permit* and *Agreement* will be terminated and I may be charged for early termination.
- E. I may terminate my *Agreement* after my requested *Start Date*.
 - 1. I must submit an *Agreement* termination notice in advance of my *Checkout* date at <https://myhfs.housing.uw.edu/myhfs>; and,
 - 2. I will be responsible for paying the full month's charges for my final month of my *Parking Permit*; and,
 - 3. I will be assessed an \$80 early termination charge; and,
 - 4. I must return my *Parking Permit* to the Nordheim Court Office, located in building 2, by 12 noon on my *Checkout* date.
- F. I will not be charged an early termination charge and my *Parking Permit* charges will be prorated as of my *Checkout* date if I provide documentation within five days of my *Checkout* date to HFS at hfsinfo@uw.edu, that establishes one of the following:
 - 1. I am vacating from *University Housing* and,
 - a. I am no longer a registered student at the *University* for autumn quarter 2019, winter quarter 2020 or spring quarter 2020; or,
 - b. I am participating in a study abroad program or an internship program located outside of commuting distance as defined at www.hfs.uw.edu/comdist for *University* credit.
 - 2. I am assigned to another *University Housing* location and will no longer be a resident at Nordheim Court.
- G. HFS will take possession of any property within the *Nordheim Court Parking Garage* upon expiration or termination of this *Agreement*.
- H. If my vehicle is impounded it will be disposed of by the University of Washington Police Department per Washington Administrative Code 478-116-080(5)(b).

IX. 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 my property or that of any guest of mine, except to the extent caused by the *University's* negligence. I acknowledge that the *University* recommends that I carry appropriate insurance against such injury, loss or damage. I acknowledge that the *University* does not promise, warrant or guarantee the safety or security of me or any guest of mine, or of my personal property or the personal property of any guest of mine against the actions of other parties.
- 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 disasters, fire, earthquake, utility malfunctions, quarantines 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.

X. 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.