2015 Early Fall Start Housing Agreement

August 23–September 18, 2015

I. Definitions

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

**Agreement:** The 2015 Early Fall Start Housing Agreement.

**Agreement Period:** From August 23, 2015, or beginning on the assigned Check-in date, through 6 p.m. on September 18, 2015, unless the student has a Room assignment for the 2015–16 year, in which case the Agreement Period ends on September 23, 2015.

**Agreement Termination:** Ending the Agreement after Check-in and prior to the end of the Agreement Period. For terminations prior to 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.

**Deposit:** A payment of $500 required to occupy a Room within the Residence Hall System.

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

**EFS:** Early Fall Start.

**EFS Program:** The 2015 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 residence hall 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; Maple Hall; McMahon Hall; Mercer Court Apartments buildings A, B, and C; Poplar Hall; Stevens Court Apartments buildings A, B, C, D, J and M; Terry Hall; and 2104 House; or any space assigned by HFS.

**Room:** A space assigned to the student within the Residence Hall System.

**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, Nordheim Court 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. 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.

D. 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.

E. This Agreement is for the entire Agreement Period.

F. Submission of a housing application or Agreement does not guarantee me a Room in University Housing. I will be assigned based on my assignment priority and the established HFS process to any available Room and HFS cannot guarantee meeting any assignment preferences expressed by 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 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 primary contact telephone number will be provided to the University for use by the emergency alert system. More information can be found at www.washington.edu/safety/alert.

J. 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 IX.L.

K. 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 VI.F. I may authorize the release of information at https://ucharm.hfs.washington.edu/ucharm.

L. If I am seeking an accommodation for a disability or medically-related dietary restriction, I must submit a Disability Resources for Students (DRS) Disability Housing & Medical Dietary Request at http://depts.washington.edu/uwdrs/housing/ by the deadline shown at https://www.hfs.washington.edu/accommodation. Additional information is available at www.disability.uw.edu.

M. 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 am enrolled in a course for Early Fall Start.

B. I am or will be at least 17 years of age at the time I Check in.

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 2015–16 Cosigner Agreement, available at https://catalyst.uw.edu/webq/survey/hfsinfo/253680, within two weeks of my application.

D. I have not previously 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. I am not registered or classified as, nor have I ever been required to register or been classified as, a Level 2 or Level 3 sex offender pursuant to the laws of Washington State or any other state, territory or foreign county.

G. If I have been 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 Level 1 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 residence hall and/or Room deemed appropriate by the University.

H. If after submitting this Agreement and my housing application I am convicted of or am 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 of any adjudication. I further agree that I will Check out within 24 hours of said notification unless HFS provides me with written permission to remain in University Housing.

I. 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.

J. 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. Agreement Period and Check-in Date

A. The duration of this Agreement and the housing and dining charges under this Agreement are for the period of August 23, 2015, through 6 p.m. on September 18, 2015, unless the student has a Room assignment for the 2015–16 year, in which case the Agreement Period ends on September 23, 2015.

B. The Check-in date for the Agreement Period is August 23, 2015. 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.

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.

V. Cancellation

I may Cancel my EFS housing application and Agreement before I Check-in. If I wish to terminate this Agreement after Check-in, I may do so as described in Section XIV.

A. If I wish to Cancel my EFS housing application and Agreement, I must submit my Cancellation notice at https://ucharm.hfs.washington.edu/ucharm.

B. EFS and academic year housing applications must be Cancelled separately.

C. Except as stated in Section V.C, a Cancellation Charge as shown in the table below will be assessed regardless of my reason for Cancelling my housing application including, but not limited to, a change of student status at the University, being assigned to a Room that does not meet my preferences, or finding different housing accommodations.
CANCELLATION DEADLINES AND CHARGES

<table>
<thead>
<tr>
<th>Deadline</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before May 15, 2015</td>
<td>$150</td>
</tr>
<tr>
<td>May 16–May 31, 2015</td>
<td>$200</td>
</tr>
<tr>
<td>June 1–June 30, 2015</td>
<td>$300</td>
</tr>
<tr>
<td>July 1–July 31, 2015</td>
<td>$400</td>
</tr>
<tr>
<td>August 1–August 22, 2015</td>
<td>$500</td>
</tr>
<tr>
<td>On or after August 23, 2015</td>
<td>$500 + full EFS housing charges</td>
</tr>
</tbody>
</table>

D. I will not be assessed a Cancellation Charge if:
   1. I submit my Cancellation within one week of submitting my initial housing application and have not yet been assigned a Room; or,
   2. 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,
   3. My offer of admission to the University is rescinded by the University; or,
   4. 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 housing application, reapply, and Cancel again, I will be assessed Cancellation charges based on the latest Cancellation date.

F. If I do not submit my Cancellation notice online at https://ucharm.hfs.washington.edu/ucharm and do not Check in to my assigned Room by 12 noon on the second day of EFS instruction:
   1. HFS will consider my application for housing Cancelled, terminate this Agreement, and reassign my Room; and,
   2. I will be charged a $500 early termination charge; and,
   3. I will be responsible for paying full housing charges for the EFS Agreement Period.

G. If I am assigned a Room after the Agreement Period begins and fail to Check in to my Room by my assigned Check-in date:
   1. HFS will consider my application for housing Cancelled, terminate this Agreement, reassign my Room; and,
   2. I will be charged a $500 early termination charge; and,
   3. I will be responsible for paying housing charges for the remainder of the EFS Agreement Period.

H. If I Cancel this Agreement and do not have a pending housing application or assignment for a future term, my Deposit will be used to pay for any balance due on my account. If my balance due exceeds the amount of my Deposit, I will pay the remaining balance immediately.

I. HFS will refund any remainder of my Deposit 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.

VI. 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 www.hfs.washington.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 lifestyle 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.

VII. DINING ACCOUNT

A. I will pay $512 for the EFS Dining Account. Information about the Dining Account can be found at www.hfs.washington.edu/housing/9dining.

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.
My Dining Account funds are nonrefundable and nontransferable to any account including my Husky Card Account.

HFS will provide dining service during the EFS Agreement Period.

Meals may be purchased at The 8 in McMahon Hall or Local Point in Lander Hall during mealtimes on a per-meal basis. Meal rates are shown in the table below. Items sold at other campus locations are sold on a per-item basis.

<table>
<thead>
<tr>
<th>Meal</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>Breakfast</td>
<td>$5.95</td>
</tr>
<tr>
<td>Lunch</td>
<td>$6.95</td>
</tr>
<tr>
<td>Dinner</td>
<td>$8.95</td>
</tr>
</tbody>
</table>

At the end of the Agreement Period, any balance remaining in my Dining Account will be forfeited.

If I Check out prior to 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 resultant unused funds will be refunded.

If I Check out prior to the end of the Agreement Period and remain registered for classes, any balance in my Dining Account will remain available for use through September 23, 2015 at which point any balance remaining on my Dining Account will be forfeited.

Students with special diets will not be exempt from the Dining Charges.

### Charges

#### A. Deposit

1. I will pay a one-time Deposit of $500 at the time I apply for housing.
2. The Deposit does not apply toward housing or dining payments.
3. If I have been identified as eligible for Deposit deferment I may defer payment to be paid with quarterly charges based on the payment due dates shown in Section IX.E and the following schedule:
   a. EFS and 2015-16 Applicants: $250 due with EFS charges; $250 due with winter quarter charges.
   b. EFS-only applicants: $500 due with EFS charges.
4. If after paying my Deposit I sign a lease with Commodore Duchess, Nordheim Court or Radford Court, my Deposit will be transferred to the University and applied to any application and deposit payments associated with that property.
5. HFS will hold my Deposit until I Check out without any future application for on-campus housing.

#### B. 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 www.hfs.washington.edu/housing/efs2015.
2. My Room rate includes electricity, 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 unless I Cancel my application.
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 V.
6. If I terminate my Agreement I will be subject to Agreement Termination charges as stated in Section XIV.

#### C. 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 www.hfs.washington.edu/housing/efs2015.
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 unless I Cancel my application.
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 be forfeited on September 23, 2015 except as stated in VII.I.

#### D. Other Charges

1. Emergency kit: I am required to purchase a 72-hour emergency kit provided by HFS for $25 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 pay $36 which will be put into my Husky Card Account for use in the laundry rooms.
3. Incidental charges: A list of incidental housing charges can be found at www.hfs.washington.edu/housing/9rates15-16.

### Payments

#### A. I will pay my HFS charges by September 1, 2015.

#### B. I may request a payment due date extension if I wish to defer payment of EFS until my autumn quarter financial aid is disbursed, by completing the form at https://catalyst.uw.edu/webq/survey/hfsinfo/270075
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 following proper Checkout procedures as described at www.hfs.washington.edu/housing/9checkout.

During my Occupancy Period, all charges placed on my account after the due date are due by the first of the month.


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, Box 355600, Seattle, WA 98195-5600; 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; or,
4. By authorizing HFS to transfer funds directly from my University financial aid account.

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. 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.

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.

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 IX.L; and,
   d. Assessing legal fees, and moving and storage costs; and,
   e. Obtaining a legal judgment against me for any balance due.

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.washington.edu/housing/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.

After I Check out, all charges are due immediately.

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.

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.

Community Standards

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.

I acknowledge that I am subject to the Student Conduct Code for the University of Washington, which may be found at www.washington.edu/cssc.

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) 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.washington.edu/conduct.aspx.

Room Changes

I may only make a Room Change with prior written approval by an authorized HFS staff member.

If I wish to change my Room, I must follow all Room Change procedures, which can be found at www.hfs.washington.edu/housing/9rc.

If HFS approves my Room Change request or I am required to make a Room Change as part of a disciplinary process, I will be assessed a nonrefundable Room Change charge of $35.

If I do not follow proper Room Change procedures I will be charged an improper Room Change charge of $45 in addition to the Room Change charge of $35.

I will be required to pay the Room rate for the new Room beginning the date the Room Change is effective.

I must return my originally assigned Room keys to the location designated by HFS by my Room Change deadline. If my keys are not
returned by the deadline, I will be assessed the daily rate for both Rooms until the keys to my originally assigned Room are returned and I will be charged an improper Room Change charge of $45.

G. If I make a Room Change without prior approval from an authorized HFS staff member:
   1. I will be assessed an unauthorized Room Change charge of $50; and,
   2. I will be charged the daily Room rate for both Rooms until I have Checked out of my originally assigned Room or I have moved back to my originally assigned Room; and,
   3. I will be charged a Room Change charge of $35 if HFS approves my Room Change request; and,
   4. I may be assessed an improper Room Change charge of $45 if I do not follow proper Room Change procedures.

H. If I do not remove my personal belongings from my Room by my Room Change deadline, 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.

I. If my keys are not returned by my Room Change deadline, I may be assessed a lock change charge of $105 in order to secure my Room, plus $10 for each additional unreturned key.

XII. Entry and Inspection
A. University staff and contractors have the right to enter my Room 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 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, or to investigate possible criminal activity, and I will have no expectation of privacy outside of my Room.

XIII. Cleaning, Alterations and Damages
A. I will review and, if necessary, update the Room/Apartment Condition Report within 72 hours of Check-in. Any damages or missing items not declared on the Room/Apartment Condition Report 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 of $105 in order to secure my Room, plus $10 for each additional unreturned key or building access card.
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 the Residence Hall System premises. If repairs are required, I must submit a work order at www.washington.edu/facilities/fsworks.
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
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 23, 2015:
   1. I must submit an Agreement Termination Notice at https://ucharm.hfs.washington.edu/ucharm; and
   2. I am responsible for paying housing and dining charges for the entire Agreement Period, even if I check out prior to the end of my Agreement Period.

XV. Checkout
A. When I Check out of my Room, I will follow proper Checkout procedures as described at www.hfs.washington.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 XVI.
C. If I am assigned to the same Room for EFS and the 2015–16 academic year, I am not required to Check out at the end of EFS nor Check in for the 2015–16 academic year.
D. If at the end of EFS I am assigned to a different Room for the 2015–16 academic year:
   1. I may Check in to my 2015–16 academic year Room on September 20, 2015.
   2. I must Check out of my EFS Room by 12 noon on September 20, 2015.
E. If I do not have an assignment for the 2015–16 academic year I must Check out of my EFS Room by 6 p.m. on September 18, 2015.
F. Prior to my Checkout, I will remove all of my personal belongings from my Room and Common Areas and follow the cleaning guidelines at
www.hfs.washington.edu/housing/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.

G. 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 www.hfs.washington.edu/housing/9chgs15-16.

H. If my keys are not returned, I may be assessed a lock change charge of $105 in order to secure my Room, plus $10 for each additional unreturned key.

I. 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.

J. If I Check out and have a pending application or assignment for a future term, HFS will continue to hold my Deposit and I must immediately pay any housing account balance or additional charges assessed after I Check out.

K. 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.

L. 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.

M. It is my responsibility to keep my local address and permanent address current through MyUW at http://myuw.washington.edu.

N. 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 huskycred@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, 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 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 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.

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; and unauthorized use of any service (e.g., Husky Card, building access cards, authorization codes, etc.).

4. I will not remove or tamper with any materials posted by the University.

5. I will comply with the directions of University officials and their authorized agents acting in the performance of their duties.

6. I will not provide false information to or withhold material information from any University staff member or agent acting in the course of their duties.

7. I will present my Husky Card to authorized University staff upon request.

8. During Quiet Hours, I will refrain from making noise (e.g., loud talking, volume of electronic equipment, etc.) that can be heard beyond the boundaries of my Room, apartment, or any space I am visiting. Quiet Hours begin at 10 p.m. on the evenings before University classes are in session and at midnight on all other nights. Quiet Hours end each day at 10 a.m. Exceptions: Quiet Hours are in effect at all times in Hansee Hall. Quiet Hours are in effect 24 hours a day beginning the Wednesday before Finals Week of each quarter and extending through the end of Finals Week.

9. I will refrain from making excessive noise (e.g., loud talking, volume of electronic equipment, etc.) even outside the designated Quiet Hours and areas.

10. I will refrain from engaging in sports activities, including any form of “pong” and/or using recreational equipment including, but not limited to, bicycles, skates, skateboards, balls, Nerf guns and Frisbees within all University Housing buildings including, but not limited to, Rooms, Common Areas, lounges, terraces, decks, bathrooms, hallways, stairwells and dining areas.

11. I will not participate in or promote gambling or any other wagering activities.

12. 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).

13. I will not use language or engage in other behavior that is threatening and that is directed toward any person, including myself.

14. I will not participate in any action or situation involving physical or mental abuse, harassment, bullying, cyber-bullying, intimidation, hazings, 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.

15. I will not aim or direct light from a laser at any person, vehicle or other mode of transportation.

16. I will not:
   a. Participate in conduct that would violate the University’s policies regarding sexual harassment, discrimination, or retaliation which may be found at http://www.washington.edu/sexualassault/. Sexual harassment includes acts of sexual violence, such as rape, sexual assault, sexual battery, and sexual coercion.
   b. Participate in conduct that is physically, sexually, and/or psychologically abusive in a dating relationship with another resident. "Dating relationship" means a social relationship of a romantic nature. Factors include: (a) the length of time the relationship has existed; (b) the nature of the relationship; and (c) the frequency of interaction between the parties.
   c. Participate in conduct that is violent, threatens, threatens violence, harasses or intimidates others in a way that would cause a reasonable person to fear for their own or others’ safety, or disrupts the residential environment. Violent or threatening behavior, whether intentional or unintentional, can include: physical acts, oral or written statements, email or other electronic messages, telephone calls, gestures and expressions, or repeatedly harassing or following another person.

17. 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, apartment or cluster 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, 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
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 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.
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 www.ehs.washington.edu/psosmoking/smokingareas_sea.shtm.

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 by my guests, and I will ensure that my guests abide by University policies, rules, regulations and other standards of conduct while present 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 ensure that my guests will provide identification when requested by University staff.
8. I will not allow my guests to occupy my Room unless I am also present.
9. 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 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 prop open any door for any reason.
3. I will not possess candles. (For ceremonial candle use, please contact your Resident Director.)
4. I will not burn incense or anything with an open flame or do anything to violate the Seattle Fire Code at www.seattle.gov/fire/fmo/firecode/firecode.htm.
5. I will not sleep or allow my guests to sleep in the lounges or other Common Areas.
6. I will not use, store or possess fireworks, ammunition, explosives, flammable liquids, propane, other compressed gases, spray paint or other hazardous materials.
7. 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.
8. I will not under any circumstance use outside of the intended purpose, hang anything on, or tamper with any safety device or equipment including, but not limited to, fire pull stations, smoke detectors, heat detectors, sprinklers, sprinkler valves, sprinkler pipes, water pipes, fire extinguishers or alarm systems. I will report safety equipment malfunctions to University staff immediately.
9. 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.
10. I will not enter or exit through any window except as a health or safety emergency egress out of a building.
11. I will not throw, drop, propel or pour anything from windows, balconies, ledges, landings or stairwells.
12. I will not access roofs or climb on the sides of buildings or be on the outside ledges of buildings.
13. I will not disrupt or tamper with any areas in my Room or University Housing labeled with an asbestos-containing materials sticker. I will immediately report any disruption of or damage to such areas to University staff.

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 including, but not limited to, all University equipment, networks, User Accounts and Ethernet connections 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 prohibited equipment or appliances including, but not limited to, waterbeds, halogen lamps, space heaters, air conditioners, open-flame or open-coil appliances (e.g., fondue pots, toaster ovens, etc.), refrigerators over 4.4 cubic feet, full-size appliances and multiple appliances that exceed the usage limits of my Room.
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 lend or give my Room key(s) or my Husky Card to anyone nor will I use the Room key or Husky Card of another student.
5. I will not install my own locks or alarms on any University Housing doors.
6. I will not duplicate or misuse a University key or Husky Card.
7. I will not tamper with or interfere with the operation of security systems, locks or elevators, or unlock doors designated to be locked.
8. I will familiarize myself with and abide by emergency evacuation instructions and procedures including, but not limited to, evacuation drills.
9. I will keep my Room shared areas clean, orderly and in good condition at all times. 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.
10. I will comply with any University-prescribed corrective action within 24 hours of the University informing me that the condition of my Room or Common Area falls below acceptable health, cleanliness and safety standards.
11. I will not obstruct any walkway, hallway, stairwell, door or any part of the premises and grounds.
12. I will not put any decorative lighting, decoration, object or equipment in the hallways, stairways or exits.
13. I will not interfere or tamper with any safety device.
14. I will not display or hang any objects or materials outside any window.
15. 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.
16. 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.
17. I will use only decorative lighting that is Underwriter Laboratories, Inc. (UL) approved and in good condition.
18. I may decorate only with miniature, low-heat producing electric lights or with nonelectrical decorations. LED lights are recommended.
19. I will not allow light bulbs or lighted decorations to come in contact with combustible materials.
20. I will turn off all electrical decorations when my Room is unoccupied.
21. I will not place, store or display any items on roofs, outside ledges, stairwells, landings, hallways or any other Common Area.
22. I will not tamper with or move from their designated locations any University furnishings or property.
23. I will not vandalize, destroy, damage or tamper with the property of the University, University contractors and vendors, other residents or their guests.
24. I will not operate or park motorcycles or motorized scooters inside any building, or on stairwells, patios, porches, walkways, terraces or decks.
25. I will not, nor will I let my guests, enter a bathroom designated for the opposite sex.
26. I will not use my Room or any other University Housing facility for commercial purposes.
27. I will not post any materials outside my Room except as allowed in the Residential Life Posting Policy at www.hfs.washington.edu/housing/posting.
28. I will not solicit or distribute promotional materials except as allowed in the Residential Life Solicitation Policy at www.hfs.washington.edu/housing/solicitation.
29. 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.
30. I will not alter or remove any fixtures or mechanisms 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.